



I hereby certify this is a  
true copy of an Order dated

**JUN 04, 2025**

Landlord and Tenant Board

**Order under Section 87 / 88.2 / 89  
Residential Tenancies Act, 2006**

**Citation:** Kaura v Wasdani, 2025 ONLTB 41959

**Date:** 2025-06-04

**File Number:** LTB-L-017816-24

**In the matter of:** BASEMENT, 207 VIEW NORTH COURT SE  
WOODBRIIDGE ONTARIO L4L8S3

**Between:** Mamta Kaura Landlord

**And**

Kishinchand Poornima Wasdani Former Tenants  
Michael Stoton

Mamta Kaura (the 'Landlord') applied for an order requiring Kishinchand Poornima Wasdani and Michael Stoton (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

The Landlord applied for an order requiring the Former Tenants to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord applied for an order requiring the Former Tenants to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on February 10, 2025.

The Landlord, the Landlord's legal representative, Mansi Parmar, the Former Tenant Kishinchand Poornima Wasdani, and the Former Tenants' legal representative, Seema Kavar, attended the hearing.

**Determinations:**

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay the Landlord \$6,265.65.
2. I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.

3. I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure. The Former Tenants acknowledged receipt of the notice and were ready to proceed.
4. The Former Tenants vacated the rental unit on December 31, 2023.
5. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

#### Rent and daily compensation owing

8. The lawful rent was \$2,100.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
10. The Former Tenants have not made any payments since the application was filed.
11. The tenancy ended on December 31, 2023 as a result of the Former Tenants moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenants's obligation to pay rent ended on that date.
12. The rent arrears and daily compensation owing to December 31, 2023 are \$6,300.00.
13. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

#### Compensation for unpaid utility costs

15. The Former Tenants failed to pay heat, electricity and water costs that they were required to pay under the terms of the tenancy agreement.
16. The Landlord incurred reasonable out-of-pocket expenses of \$595.93 as a result of the Former Tenants' failure to pay heat, electricity and water costs. The Landlord provided paid invoices from Enbridge and Alectra, a portion of which were the responsibility were the responsibility of the Former Tenants. At the hearing the Landlord stated the outstanding amount is \$595.93 which was not disputed by the Former Tenants.

#### Compensation for damage

19. The Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
20. The Landlord provided an estimate and an invoice for repairs to the rental unit after the Former Tenants moved out. Three of the claimed items – main outside door lock, toilet and door lock, and vanity replacement – were not included in the L10 application and are therefore not considered. The Landlord claimed compensation for a hole in the bathroom

ceiling, a hole in a bedroom ceiling, damage to a kitchen countertop, and damage to paint throughout the unit.

21. The only claim which was proven is the damage to the kitchen countertop. Photos show a small dent or divot in the kitchen countertop. The Landlord says that it could not be repaired, so the entire counter had to be replaced. The Former Tenants deny causing this damage and suggest that the mark in the photos may be a spill rather than damage. The inspection report written by a third party labels the photo of the kitchen countertop 'damaged'. I find it is more likely that the countertop was damaged as the Landlord suggests by something being dropped or hammered onto it.
22. The Former Tenants deny causing the hole in the bedroom ceiling. They say they would have reported such a large hole because it would have compromised their safety and the functioning of the heating and air conditioning. They also point to a square outline which is visible around the hole and suggest that it had been covered by a cover of some kind which was removed to take the photo. The Landlord says that the unit was freshly renovated before the tenancy, however no before photos were submitted into evidence to confirm the state of the unit. I accept the Former Tenants' suggestion that the hole may have been pre-existing but covered by a square cover which caused the outline visible in the photo, and find the Landlord has not proven this allegation
23. The Landlord alleged that the Former Tenants caused damage to the bathroom ceiling. Photos of the damage show a narrow hole, similar to a slice, running several inches along the corner of the ceiling where it joins with the wall. There was no suggested cause for this damage and the Former Tenants deny causing it. The damage is unusually shaped and located – most ceiling damage that comes before the Board is caused by either water damage, which is not suggested in this case and would not be Former Tenants' responsibility as it is a basement unit, or something being pushed up into the ceiling, which is not supported by the shape and location of the ceiling damage in this case. Because of these irregularities and no explanation for how the damage may have been caused, I find that the Landlord has not proven this particular item of damage.
24. The Landlord claimed costs for painting the unit and allege damage to walls and doors throughout the unit. Video and photos submitted show some minor scratches, however I agree with the Former Tenants' submission that the marks are more appropriately categorized as normal wear and tear. It is generally expected that some cleaning and repairs are necessary between tenancies, so in my view the Landlord has not proven that the damage to the paint was beyond normal wear and tear, and is therefore not compensable.
25. The Landlord incurred reasonable costs of \$1,299.50 to repair the damage based on the total of the proven damages on the itemized invoice.

#### Rent Deposit

23. The Landlord collected a rent deposit of \$2,100.00 from the Former Tenants which was applied to the last month of the tenancy.

24. Interest on the rent deposit, in the amount of \$30.78 is owing to the Former Tenants for the period from June 1, 2023 to December 31, 2023.

**It is ordered that:**

1. The Former Tenants shall pay to the Landlord \$6,300.00, which represents rent and compensation owing up to December 31, 2023.
2. The Former Tenants shall also pay to the Landlord \$595.93, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenants shall also pay to the Landlord \$3,220.50, which represents the reasonable costs the Landlord incurred as a result of the damage.
4. The Former Tenants shall pay to the Landlord \$201.00 for the cost of filing the application.
5. The Landlord owes \$2,130.78 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenants.
6. The total amount the Former Tenants owes the Landlord is \$8,186.65\*. See Schedule 1 for the calculation of the amount owing.
7. If the Former Tenants do not pay the Landlord the full amount owing on or before June 15, 2025, the Former Tenants will start to owe interest. This will be simple interest calculated from June 16, 2025 at 5.00% annually on the balance outstanding.

**June 4, 2025**  
**Date Issued**

  
Dawn Carr  
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor  
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

\* Refer to the attached Summary of Calculations.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**Amount the Former Tenants must pay the Landlord:**

Rent and Compensation Owing To December 31, 2023	\$4,200.00
Utility Costs	\$595.93
Damage Costs	\$1,299.50
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	-0.00
Less the amount of the interest on the last month's rent deposit	- \$30.78
Total amount owing to the Landlord	\$6,265.65