



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Tobis Investments Inc. v Little, 2025 ONLTB 96657

Date: 2026-01-05

File Number: LTB-L-093466-24

In the matter of: 208, 1210 York Mills
Toronto ON M3A1Y3

Between: Tobis Investments Inc. Landlord

And

Kira Little Tenant

Tobis Investments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Kira Little (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.

Tobis Investments Inc. (the 'Landlord') also applied for an order requiring Kira Little (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference. The Landlord's agent, Shelly Eldon ("SE") and the Tenant attended the hearing. The Landlord was represented by Dan Schofield. The Tenant was represented by Bhavin Bilimoria.

The member who presided at the hearing did not issue an order. The Associate Chair of the Landlord and Tenant Board has determined that the Member who heard the application is unable to issue a decision in this matter. The matter has therefore been reassigned to me on the Associate Chair's own initiative under the authority of subsection 4.4(1) of the Statutory Powers Procedure Act. As the reassigned adjudicator, I have in accordance with the authority of subsection 4.4(6) of the Statutory Powers Procedure Act elected to make a decision on the basis of the existing evidentiary record

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and part of the claim for compensation in the application. Therefore, the Tenant must pay the Landlord \$800.00 in 16 monthly instalments in order to continue the tenancy.

Background

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 28, 2024, the Landlord gave the Tenant an N5 notice of termination. The notice of termination reads *inter alia*:
4. "July 2022 your unit received a full renovation as per a city order you initiated to repair damages in your unit. The following renovations were completed at a cost of \$18,770.43 to Tobis Investments: install new baseboards; install new flooring, repair, sand, and prime & paint all walls and ceilings; full bathroom renovation; repair/paint kitchen cupboards.

August 2023 all balconies were restored and coated with a new waterproof membrane. Upon inspection on Nov 30, 2023, the membrane had been destroyed from you or your occupants/guest putting out lit cigarettes on the floor of the balcony. November 30, 2023, our Restoration Company inspected your unit for water damage resulting from a fire in the building. Upon inspection it was discovered that beyond the water damage your unit and balcony once again had substantial damage beyond normal wear and tear. Tobis was shocked and appalled at the amount of damage you and your occupants created in just over one year. We can not ignore that the unit has been lived in extremely aggressively causing damage beyond normal use.

...

The total cost to restore your unit was \$13,294.50 that included: new countertop; new doors and doorknobs; plaster, sand and re-paint all walls; new baseboards; cleaning of the unit.

The Landlord's N5 required the Tenant to pay \$13,294.50 for the estimated cost of replacing or repairing damaged property.

5. The Tenant did not make any payments to the Landlord towards this estimated cost.

Landlord's evidence

6. SE testified that the unit was renovated in 2022 after the Tenant complained to the City about the lack of repairs.
7. The Landlord then discovered new damage in November 2023 after there was a fire in the unit above the Tenant's. After the fire the unit was damaged by water and the Landlord's restoration company discovered additional damage above and beyond water damage.
8. There was damage to walls, doors and baseboards. According to SE, it was much like before the repairs that were carried out in 2022.

9. Landlord's document 5306468 in Tribunals Ontario Portal ('TOP') contains multiple photographs of the rental unit.
10. Page 43 contains a black and white photo of a window. SE's evidence was that the window was missing and the damage was never reported to the Landlord.
11. Page 44, 47, 48, 49, and 50 are photos of a wall with a large hole and with cat scratch marks. The hole in the wall was caused by the doorknob hitting the wall. According to SE, the door has a mechanism that would prevent such damage unless the door was slammed or pushed with force.
12. Page 45 is a photo of one of the doors. The door is damaged with a large dent in the middle of the top portion of the door. Page 46 is a photo of another door with visible damage. Page 51 is a black and white zoomed in photo of another door with some imperfections.
13. Page 52 shows a damaged door in one of the bedrooms and very worn-out old floor. Same old floor can be seen in other photos. It looks very old and appears to be original to the building.
14. Page 53 is a photo of the balcony. There is some debris, including cigarette butts and a large amount of black substance that the Landlord claimed was ash.
15. Page 55 contains 6 low resolution photos of the unit after the final renovations were carried out. It would appear that new floors may have been laid, doors look brand new, and kitchen cabinets look new or newly painted.
16. Page 26 contains a timesheet from Ace contracting. The timesheet includes work done in other units. The Landlord highlighted a number of entries that pertained to the Tenant's unit. There are 18 entries of 8.5 hours each, 2 entries of 7 hours each, 2 entries of 8 hours each, and 2 entries of 10 hours each, for the total of 203 hours.
17. Page 29 contains an invoice from Alpha Flooring Inc from 2022 that shows that some vinyl flooring was laid, and baseboards were installed along with transitions.
18. Page 31 contains the city order. By way of a brief summary, it requires the Landlord to:
 - a. Install vent cover in the bathroom
 - b. Repair toilet to working order
 - c. Repair and refinish walls in the unit, it also notes baseboards missing or damaged throughout the unit,
 - d. Repair and replace outlet covers,
 - e. Repair and replace doors for various kitchen cabinets,
 - f. Repair and replace kitchen cabinetry, and
 - g. Repair and replace flooring throughout the unit.

19. Pages 35 and 37 contain invoices from PK Renovations that were carried out in 2022 as a result of the City order.
20. The first invoice describes the scope of work as follows: “remove existing tiles in bathroom walls. Supply and repair walls with waterproof drywall tape and plaster. Install tiles and grout in bathroom walls. Install vanity and toilet. Supply and paint bathroom completely. Repair kitchen cabinets. Supply, primer and paint kitchen cabinets. Supply and paint kitchen walls and ceiling. The total cost was \$5,085.00.
21. The second invoice totals \$8,136.00 and describe the scope of work as follows: “Repair walls in the unit except for the middle room with drywall plaster & sanding. Supply and install missing baseboards and add caulking around. Supply and primer apartment walls and ceiling. Paint the living room dining room and hallway. Paint 2 bedrooms.”
22. Page 39 contains an email from “Ross” at Acepools. It is addressed to SE. According to the email, the contractor spent 208 hours which cost \$13,294.50 in additional time on the rental unit. The email is dated February 27, 2024. The time sheet referenced above is attached to the email.
23. The email does not explain how 208 hours were calculated to cost \$13,294.50. It simply breaks down the hours and then reads “208 Total = \$13,294.50”.
24. “Ross” didn’t testify at the hearing.
25. There are at least two peculiarities about his email.
26. First, the numbers don’t match the attached timesheet. The entries in the timesheet add up to 203 hours. It is therefore unclear where the number of 208 hours came from.
27. Second, the email states that the “amended” time sheet is attached. The Landlord did not explain the reason why the timesheet was amended, and the original timesheet was not entered into evidence.
28. SE was then asked about document 5314702, being the Tenant’s document package. She explained that page 3 of the package deals with issues from April 2021, and that they were addressed during the repairs after the city order.
29. She confirmed that page 16 of the package represents photos of the kitchen after the city order. She testified that after the city order the kitchen was repainted, cabinets were repaired and put back on.
30. Page 18 of the Tenant’s evidence contains a notice to inspect the rental unit on November 20, 2023. The stated reason for the inspection is to inspect the fire/carbon monoxide detectors. She confirmed that she entered the rental unit on that date.
31. She confirmed that she sent the Tenant the email reproduced on page 20 of the Tenant’s document package. In that email of December 5, 2023 the Tenant is put on notice that the Landlord will be seeking cost of repairs that were unrelated to water damage. The Tenant did not reply to her email.

32. She confirmed that the Tenant's video (document 5314720) must have been taken right after the fire because one can see the restoration company's fans working in the background.
33. She testified that she asked the Tenant about doorknobs missing throughout the unit. The Tenant confirmed that she had removed them. SE asked the Tenant to return them, but the Tenant declined to do so right away – she proposed to reinstall them upon her return instead.
34. Page 32 of the Tenant's document package contains a photo of one of the windows. It shows a large number of plants. The window does not appear to be damaged or broken. SE testified that it must be a different window from the one contained on page 43 of the Landlord's document package because the damaged window had no plants on it.
35. She confirmed that the photo on page 34 must have been taken after the renovations and that the photo shows that the wall by the door is once again damaged. SE's evidence was that the Tenant never complained of any issues with the door.
36. The Tenant conducted an extensive cross-examination.
37. SE confirmed that the Landlord did not replace kitchen countertops in 2022. She said that the doors would have been replaced if they were damaged.
38. She was asked whether the Landlord's statement that the bathroom was fully renovated was an exaggeration. She confirmed that the bathtub may not have been replaced.
39. According to SE, only the bathroom ceiling was damaged by the flood. She confirmed that there were no major renovations to the unit prior to 2008.
40. She refuted the Tenant's suggestion that some of the renovations undertaken by the Landlord after the fire were cosmetic, rather than necessary. She also denied that the Landlord brings this application in bad faith as a punishment for the Tenant calling the City in 2022.
41. SE could not confirm how many times the Landlord inspected the unit between 2022 and the fire in November 2023 but confirmed that they generally inspect units twice a year. According to her, the inspection that took place shortly before the fire in 2023 was only to inspect smoke detectors.
42. She was questioned about the lack of an invoice for the work done in Landlord's evidence. She explained that the Landlord received an overall invoice for all units and then received the breakdown of hours referenced above. She did not have a separate invoice for work done in the rental unit.
43. SE could not explain the discrepancy in timesheet calculations.
44. SE could not explain how the contractor arrived at the figure of \$13,294.50 or what the hourly rates for contractor's employees were. She did not know whether some of the amount claimed represented cost of materials.
45. The Tenant asked about water damage to the unit. The Tenant's representative asked SE whether damage was more extensive than what was suggested by the Landlord because

water was pouring down the walls and reached the Landlord's management office located below the Tenant's unit. SE replied that the walls dried out and the only damage to the walls was therefore from preexisting holes. I note that this is not consistent with my experience in similar cases.

46. She was confronted with the Tenant's video where the Tenant's door pushes into the wall. It is clear that the Tenant is not slamming the door in the video. SE replied that the Tenant should have informed the Landlord of any such issues if they existed.
47. SE was asked whether baseboards were damaged by the water. The Tenant suggested that there was a lot of water on the Tenant's floor. SE replied that the baseboards were damaged prior to the flood. She could not recall if she had any documents to corroborate this.
48. The Tenant questioned the Landlord's claim that the unit needed to be cleaned as a result of the Tenant's conduct. The Tenant pointed out that the restoration company conducted fairly extensive renovations in the unit, and it wouldn't be unusual to have to clean the unit after such renovations. SE reiterated the Landlord's position that the unit wouldn't have to be cleaned but for the extra work done by the contractor.
49. She was asked about the photo on page 52. The floor looks very old and is damaged throughout. She confirmed the Landlord's position that this is what the floor looked like after the city order. She claimed that the Tenant didn't let the Landlord do work in this room.
50. SE was then confronted with the Tenant's video (document 5314720). The video shows the same room with new floor and the video was taken after the fire but before the restoration work was completed. The Landlord then changed her answer. She said that there was a room the Tenant didn't let them into but couldn't recall which room. I note that this explanation does not help the Landlord's case as their photo on page 52 appears to misrepresent the state of the unit at the relevant time regardless of whether there was a room that the Landlord was not allowed into.
51. She was asked about cigarettes on the balcony. She confirmed that there has been an issue with residents flicking cigarette butts off the balcony in the past but insisted that the photo shows cigarettes that were stepped on, not simply cigarettes that might have landed on the balcony. She points to the amount of black substance on the photo that she referred to as soot as evidence that they were stepped on.
52. She was asked about the balcony wall on the left of the photograph. The wall is not visible in the photo. SE replied that she believed the wall went all the way up.

Tenant's evidence

53. The Tenant moved into the unit in April 2008. She lives there with her 3 sons, ages 15, 21 and 32. She confirmed that she complained to the City in 2021 and 2022. The reason for the complaint was the lack of maintenance and repairs.
54. The lack of repairs was exacerbated by a flood from an upper unit that took place in 2021. There was water all over the floor and into the hallway.

55. According to the Tenant, the Landlord tends to not do any repairs so she often takes it upon herself to repair the unit.
56. The Tenant testified that neither the unit nor the bathroom were fully renovated in 2022. The bathroom mirror remained broken, the bathroom floor was never changed, and the kitchen cabinets were only repaired to the bare minimum standard. They had been falling apart previously.
57. The Tenant bought the damaged doors herself.
58. Page 16 of the Tenant's document package (5314702) shows the kitchen counter prior to the Landlord replacing it. The counter looks perfectly fine and the Tenant testified that there was no reason to replace it after the fire.
59. Page 18 contains a copy of the Landlord's notice of intent to enter the unit on November 20th or 21st. The notice contains the following statement [emphasis in the original]: **"During the course of entry, the landlord reserves the right to take photos to verify the condition of the unit."**
60. According to the Tenant, the Landlord never communicated any concerns about the Tenant "aggressively" living in the unit after this inspection or after any other inspection following work done by the City.
61. Following the fire, the unit had some water damage. The unit slopes toward the front of the unit and water pooled in the front bedroom as a result.
62. The Tenant testified that she had asked the restoration company whether she needed to clean the unit prior to temporarily vacating the unit. She was told not to clean it because it would become dirty after the renovations.
63. Document 5314720 is the video the Tenant took on December 16, 2023, just as she was moving out. She took the video because she does not trust the Landlord.
64. According to the Tenant, the doorknobs didn't need to be replaced by the Landlord because she had them with her and was going to reinstall them upon her return.
65. The Tenant testified that the video shows that the unit was not lived in "aggressively".
66. The video shows new flooring throughout the unit other than one bedroom where the flooring appears to be original parquet flooring from many decades ago and baseboards are damaged or missing. I note that this bedroom is not the one depicted on page 52 of the Landlord's evidence package.
67. There is no visible damage to baseboards throughout the unit with the exception of the one room described above, although the video quality is far from perfect, and the camera moves rather quickly so it is hard to draw definitive conclusions. A transition appears to be missing in the kitchen. The wall next to the entrance has claw scratches, fresh plaster, and two holes in the wall. Some parts of the unit have clearly not been renovated in many years. Closets appear to not have been touched up in decades based on the state of paint on the walls. Bathroom floor is very old. It is clear it was not replaced in 2022.

68. Page 32 contains a photo of a window with plants. The Tenant testified that it is the same window as the one photographed on page 43 of the Landlord's evidence package. She confirmed that the window was missing at some point, but she had put it back in.
69. The Tenant confirmed that the wall by the entrance was damaged and that she never complained to the Landlord about it. She would plaster it up herself instead. She now puts something between the door and the wall to prevent such damage. She did not deny that there are cat scratches on that wall but reiterated that she would patch and repaint it herself from time to time.
70. She testified that the floor depicted on page 52 of the Landlord's evidence package was not damaged by the Tenant and that this photo must have been taken after the Landlord removed the newer flooring that could be seen in the Tenant's video.
71. According to the Tenant, the black substance on the balcony that can be seen on page 53 of the Landlord's document package is soil and other dirt, not soot. It is there because the Tenant was told not to clean the balcony. She confirmed that there are smokers in the rental unit but denied that they would ever leave cigarette butts on the balcony floor. Her evidence was that they would always use ashtrays. She also testified that the balcony wall does not in fact go all the way up – it only reaches the Tenant's chest/shoulder and cigarette butts have been known to fly over side walls.
72. The Tenant is on limited income. She receives government support. Her sons are in school or looking for work. She said that should have to stay in a shelter if evicted because she can't afford market rent in the area.
73. She testified that she can pay approximately \$50 a month towards any damages she may be required to pay as a result of this hearing. Her income is approximately \$1,800 a month.
74. The Landlord declined the opportunity to cross-examine the Tenant.

Law and analysis

75. This is the Landlord's application, and the Landlord bears the burden of proof on a balance of probabilities.
76. Based on the totality of the evidence adduced at the hearing, I find that the Tenant willfully or negligently caused undue damage to the rental unit as follows:
 - a. Damaging the wall next to the main door by allowing the Tenant's cat to scratch it, and by repeatedly pushing or slamming the door against the wall causing the drywall to break,
 - b. Damaging interior doors throughout the unit, and
 - c. Removing doorknobs from the doors and not returning it to the Landlord upon request, causing the Landlord to purchase new hardware.
77. This finding is consistent with video and photographic evidence from both sides, and the Tenant did not seriously dispute the underlying facts – only the interpretation of said facts.

78. Regarding damage to the wall, the Tenant blames the Landlord's door. There is no record of the Tenant reporting this issue to the Landlord. The Tenant could have easily prevented the damage by purchasing a cheap doorstop or being more careful when opening the door. The Tenant failed to do so, and I find that she caused this damage willfully or negligently within the meaning of the Act.
79. The Tenant's explanation for damaged doors is that she purchased the doors herself. I have no reason to disbelieve the Tenant, but this explanation is unsatisfactory. The doors are clearly damaged. If the Tenant chose to replace old doors with these damaged doors, and there is no record of the Tenant requesting repairs of old doors from the Landlord, it follows that the Tenant must have damaged the previous doors willfully or negligently or otherwise concluded that the Landlord was not responsible for repairing them. I do not accept the Tenant's explanation that she simply gave up on asking the Landlord to repair anything. She made two complaints to the City and there is no record of her making complaints that remained unaddressed.
80. The Tenant's decision to remove doorknobs and not to give them to the Landlord is similarly perplexing. I draw a negative inference from the Tenant's decision to remove these items and from her failure to provide any video or photographic evidence of these items. Such evidence would have been persuasive and relevant. As the Tenant failed to provide this evidence, it is reasonable to conclude that the doorknobs were not in the state of good repair. Removing doorknobs from the rental unit and refusing to provide it to the Landlord upon request would constitute a breach of Tenant's obligations under the Act and substantially interfere with the Landlord's lawful rights and privileges.
81. I do not find that the Landlord met the requisite burden of proof to establish the balance of their allegations on a balance of probabilities.
82. There are major issues with the Landlord's evidence.
83. The only witness had no direct personal knowledge of repairs carried out in the unit.
84. The Landlord's photographic evidence leaves a lot of gaps. It is difficult to understand why the Landlord filed two low resolution black and white photographs that are too zoomed in to definitively show the location where they were taken. Even their own witness sounded uncertain when testifying about these photos. The photo of at least one room appears to misrepresent the state of the unit at the relevant time as it is contradicted by the Tenant's video of the same room showing different flooring. There is no good photo of the bathroom or the kitchen that would show the extent of the damage//repairs. There are no good photos of baseboards. Black substance on the balcony could easily be soot/ash or soil or some other dirt. The photo does not, in my view, speak for itself and the Landlord provided no witness with first-hand knowledge to corroborate their version of the events. The Landlord had no direct evidence to challenge the Tenant's testimony that she was asked not to clean the unit before she temporarily vacated it.
85. The Landlord's evidence of the scope of work is similarly difficult to rely upon. It is entirely hearsay. It is inconsistent as the numbers do not add up. It is unclear why the timesheet was amended. There is nothing in the email or the corresponding timesheet that would allow the LTB to test the accuracy of the hearsay statement that the scope of work was

above and beyond necessary restoration and that it wasn't to improve the unit. I did not find this hearsay evidence to be necessary nor reliable.

86. The Landlord's narrative in the N5 is clearly exaggerated. The unit was not fully renovated in 2022. Closets were clearly not renovated. Kitchen counter was never replaced. Bathroom floor was not replaced, and neither was the bathtub.
87. It is also unclear why the Landlord did not identify any issues during their inspection(s). The inspection notice states that the Landlord may inspect the unit beyond simply testing fire alarms. The inspection took place shortly before the accident and it is hard to understand why no issues were identified at the time.
88. The Tenant's evidence is also imperfect, but I found it to be internally consistent and generally reliable. She is the only person with direct personal knowledge and good recollection of the state of the rental unit at relevant times. Her testimony was not shaken or undermined by cross-examination.
89. Based on the totality of the evidence I am unable to prefer the Landlord's version of the events over the Tenant's. It is possible that the unit was "aggressively lived in" and the Landlord had to replace baseboards, renovate the kitchen and bathroom, clean the unit, and repair the balcony membrane due to the Tenant's wilful or negligent misconduct. It is at least as plausible that this work was completely unrelated to the Tenant's conduct between the date of City repairs and the date of restoration repairs. As the Landlord bears the burden of proof, this is fatal to the Landlord's allegations.
90. The Landlord established that it is more likely than not that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused some undue damage to the rental unit or residential complex. I find that the Landlord established the grounds for termination of this tenancy.
91. The Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
92. The Landlord did not provide a detailed invoice that would show the exact cost of repairs that I find were undertaken to repair undue damage caused by the Tenant. Neither party provided an estimated cost of these specific repairs. Based on my experience with similar cases, I find that the Landlord has incurred the cost of \$800.00 for the reasonable cost of repairing or replacing the specific items identified above: doors, doorknobs, and one wall.

Relief from eviction

93. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.
94. The Tenant has been residing at the unit for almost two decades. She has one minor child living with her. She testified that she would be unable to find a new place to live because her rent is substantially below market rent. The Landlord argues that this statement is

speculative as there is no evidence before the LTB that the Tenant attempted to look for a different place to live.

95. The Tenant requests a payment plan whereby she will pay \$50 a month until she pays off the amount owing. The Landlord objects.
96. I find that it would not be unfair to grant the Tenant's request in all of the circumstances. The Landlord's N5 notice grossly exaggerated the damages caused by the Tenant based on what the Landlord was able to prove at the hearing. Had the N5 required the Tenant to pay a smaller amount, it is possible that the Tenant would have been able to void the notice pursuant to s. 62(3) of the Act. This is a long-term tenancy, and the Tenant is on limited income. I have considered denying eviction altogether, but I find that a relatively lengthy repayment plan appropriately balances the rights and obligations of the parties in the context of ss. 1 and 83 of the Act and the evidence adduced at the hearing.
97. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The Tenant can pay this amount after the payment plan is concluded.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the Landlord \$800.00 which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
3. The Tenant shall pay the amount set out in paragraph 2 of this order in 16 monthly instalments of \$50 a month starting on January 15, 2026 and ending on April 15, 2027.
4. If the Tenant fails to comply with the conditions set out in paragraph 3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The balance outstanding under paragraph 2 of this order shall then become due and payable and the Tenant will start to owe interest. This will be simple interest calculated from the date of the missed payment calculated at 4.00% annually on the balance outstanding. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application. The Tenant shall pay this amount on or before May 15, 2027.
6. If the Tenant does not pay the Landlord the amount set out in paragraph 5 of this order, the Tenant will start to owe interest. This will be simple interest calculated from May 16, 2027 at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Vladimir Nikitin
 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.