



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-045399-25

In the matter of: 1204, 3360 PAUL ANKA DR
OTTAWA ON K1V9S2

Between: MetCap Living Management Inc. Landlord

And

Sandra Zongo Tenants
Daisy Alice Zongo

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sandra Zongo and Daisy Alice Zongo (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

MetCap Living Management Inc. (the 'Landlord') also applied for an order requiring Sandra Zongo and Daisy Alice Zongo (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 on November 13, 2025.

The Landlord's Legal Representative, Christine Daniel, the Landlord Roudy Xavier, the Landlord's witness, Paul Tremblay, the Tenant, Sandra Zongo and the Tenant, Daisy Zongo attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for the claim for compensation in the application.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Landlord served the Tenants with a N5 Notice of Termination ('N5 Notice') on April 27, 2025 with a termination date of May 19, 2025 alleging that the Tenant wilfully or negligently damaged the rental unit or the residential complex.

4. In summary, the N5 Notice states that:

- On March 3, 2025, the Tenant reported a clogged toilet. Upon inspection, a technician found a half water bottle, garbage, and stickers lodged in the toilet which had to be removed using a shop-vacuum. These items are not consistent with normal toilet use and indicated the fixture was being used to dispose of inappropriate materials.
 - On March 4, 2025, the technician returned due to continued malfunction. The toilet was removed, and despite multiples attempts to auger it, a solid obstruction remained. It was believed to be the other half of the bottle removed the day before.
 - On March 7, 2025, the toilet was found to be completely blocked against. The technician performed another shop-vacuuming and removed the toilet for camera inspection. The line was ultimately cleared.
 - The improper use of the toilet and repeated blockages demonstrate negligent conduct by the tenant, or someone permitted into the rental unit. The total cost of repairs \$1,282.55. An invoice for this amount and the Incident reports were attached.
5. On an N5 notice, a tenant is provided the opportunity to void the notice by stopping the activities or correcting the behaviour and paying the cost to replace or repair the damaged property within seven days of being served with the notice. In this case, the voiding period was from April 28, 2025 to May 5, 2025, inclusive.
6. The Landlord stated that the Tenant failed to pay the costs to repair or replace the damaged property within the voiding period. Based on the uncontested evidence before the Board, I am satisfied on the balance of probabilities that the N5 notice in relation to the damage was not voided in accordance with subsection 62(3) of the Act, as the costs for repair for the damage was not paid within the voiding period and had not been paid to the date of the hearing.
7. The Landlord stated that the Tenants caused damaged to the toilet, and therefore are responsible for the cost to repair the damage. The Landlord submitted an incident report dated March 7, 2025 that stated the toilet was clogged, there was a bottle put down in the toilet which caused obstruction in the pipes.
8. The Landlord's witness, Paul Tremblay testified that he was the plumber who attended the rental unit multiple times to address the issue of a clogged toilet. He testified that when he was there the first time, he attempted to remove the items that were causing the toilet to clog. The toilet flushed, and he therefore thought that the issue was resolved. Mr. Tremblay attended the rental unit once again, as there was a reoccurring problem with the toilet. He testified that he had to use a camera to see what was in the toilet, and he pulled out a half of a water bottle, hair clips and a cap from a pill bottle. Mr. Tremblay testified that he had to then remove the toilet as there was a reoccurring issue and found the other half of the water bottle that was lodged in the toilet. He stated that there was no possibility that these items were backwashed into the Tenant's toilet, and that there was not other

explanation for this issue other than someone putting these items into the toilet which resulted in the toilet clogging.

9. The Landlord submitted that there is not other explanation as to the damages other than the Tenants and/or their guests must have caused it. As such, they are requesting that the Board order the Tenants to pay the cost to repair the damage or the tenancy will be terminated.
10. The Tenants opposed the Landlord's claims that they caused the damage to the toilet. The Tenants testified that they reported the issue to the Landlord, and there were two plumbers who attended the rental unit to attempt and repair the issue. The Tenant testified that the plumber who testified at the hearing was there on March 4, 2025, and that he reported it was not fixed on March 7, 2025. On or about March 8, 2025, another plumber attended the rental unit and when he was there, she attempted to record what that plumber was stating. The Tenant submitted a video dated March 8, 2025. In this video, the other plumber is saying that there are issues with the pipes and that if there are any other issues they may have to work on the other rental unit. The Tenant submitted another short video of their interaction with the other plumber, who appeared to be showing photos of the inside of the pipe and stating that there still may be something further down the drain and that he cannot see it. The Tenant stated that her toilet is connected to the neighbour's toilet, and therefore when the neighbour's toilet backs up it causes theirs to back up as well.
11. The Tenant was under the impression that the Landlord will submit these costs to their insurance, which is what the building staff advised. When the Tenant reviewed the report that the Landlord submitted, she noticed that they were being accused of damaging the toilet. The Tenant testified that she never put any items into the toilet. In addition, there have been issues with the water in the building and the water has been shut off various times since 2023. The Tenant submitted copies of emails from the Landlord as evidence to the Board to support the various times that the water was turned off in the building.
12. The Landlord stated that the plumber attended the rental unit on March 7, 2025, not March 8, 2025 as the Tenants are stated. The date the plumber attended the rental unit was supported by documentary evidence.

Legal Analysis

13. Subsection 34(1) of the Act states that a tenant is responsible for the repair of undue damage to the rental unit or residential complex caused by the wilful or negligent conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant.
14. Further, a landlord may give a tenant a notice of termination of the tenancy under subsection 62(1) of the Act for wilful or negligent undue damage to the rental unit or residential complex.
15. The Landlord's witness testified and entered into evidence photographs showing the damage that was caused to the toilet. I heard the Tenants' submissions and considered the video evidence that was presented; however, I prefer the evidence of the Landlord, that the Tenants caused the damage to the toilet, and that this was not caused due to the pipes being connected with the neighbouring rental unit and/or due to plumbing issues in another

connecting rental unit. I considered the Tenant's videos that were submitted, however I gave them virtually no weight as the person who was in the video did not attend the hearing to testify, and the video did not provide details as to who this person was, and what they believe was the cause of the toilet being clogged. I further considered the Tenant's submission regarding the various water shut offs, however I find that the Tenants provided insufficient evidence to convince me that the water shut offs were directly connected to this specific issue, which is the damaged toilet. I find the Landlord's witness provided credible evidence to corroborate the submissions of the Landlord, which was also supported by documentary evidence. The Landlord submitted into evidence the invoiced demonstrating the costs to repair the toilet in the amount of \$1,282.55. Having review the invoice, I find it to be a reasonable amount.

Section 83 – Relief from eviction

16. The Board must determine whether, notwithstanding the breaches of the Act, it would be unfair in all circumstances to grant relief from eviction. The Landlord is requesting an order for payment and should that payment not be made the Landlord can file the order for eviction of the Tenants.
17. The Tenants stated that they have been living in the rental unit for approximately four years and have had issues. They stated that they do not feel it is appropriate to have to pay for something they did not do. In addition, it would have a negative mental effect on them. If they have to pay this amount, they will try their best to pay it.
18. Based on the submissions of both parties, and as termination of a tenancy is a remedy of last report, I find that it would not be unfair to grant relief from eviction and allow the Tenant an opportunity to preserve their tenancy. The prejudice to the Landlord is minimized with the inclusion of the section 78 provision.
19. 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 subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

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 Tenants shall pay to the Landlord \$1,282.55 which represents the reasonable costs of repairing the damaged property by February 28, 2026.
3. If the Tenant fails to comply with the conditions set out in paragraph 2, 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 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.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

5. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

January 8, 2026

Date Issued

Nathalia Debski

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.