



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: WBH Queens Limited v Tetreault, 2026 ONLTB 2061

Date: 2026-01-05

File Number: LTB-L-039490-25

In the matter of: 1, 187 QUEEN ST
SARNIA ON N7T2R8

Between: WBH Queens Limited Landlord

And

Cory Tetreault Tenant

WBH Queens Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Cory Tetreault (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- 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

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

WBH Queens Limited (the 'Landlord') also applied for an order requiring Cory Tetreault (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 September 15, 2025.

The Landlord's legal representative, Sabrina Marchionne, the Landlord's agent, Donna Smithson, the Tenant's legal representative, John Swain, and the Tenant attended the hearing.

Determinations:

1. The Tenant was in possession of the rental unit on the date the application was filed.

2. The Tenant vacated the rental unit on June 25, 2025. Because the tenancy has ended and vacant possession has already been returned to the Landlord, the parts of the application seeking termination of the tenancy and an eviction order are moot and are dismissed on that basis.
3. The remaining live issue is the Landlord's claim for compensation for alleged undue damage to the rental unit under section 89 of the *Residential Tenancies Act, 2006* (the "Act").
4. The Landlord's disclosure included photographs of buckled flooring in the kitchen and living area and an estimate totalling \$32,355.23 for removal and replacement of flooring, subfloor, drywall, and related work throughout much of the unit. The Landlord submits that this damage was caused by the Tenant's failure to report a leak and by the Tenant's lifestyle and poor housekeeping.
5. The Tenant testified that in early March 2025 he noticed that the floor near the kitchen began to feel soft and that a smell developed. On March 7, 2025 he sent a text message to the Landlord's agent stating that he had "some major issues", that he believed sewage or something was leaking under the floor, and that it had caused his floors to buckle. In the same message he asked whether the Landlord preferred that he report the issue directly to her or through the Landlord's online maintenance system.
6. The agent replied on March 7, 2025 that she had "got it" and would try to get someone over that day, and later followed up to advise that staff would attend after lunch to look under the kitchen sink for a leak or blockage and asked the Tenant to clear out the cupboard under the sink.
7. I accept the Tenant's evidence, corroborated by the text messages, that he promptly notified the Landlord of the suspected leak and its effect on the flooring. I also accept that the Landlord treated this as a maintenance issue by sending staff to check the plumbing under the kitchen sink.
8. The Landlord did not call any witness who investigated the source of the leak or who could speak to what was found when the cupboard was cleared and the plumbing was examined. There was no plumbing report, work order or contractor's evidence establishing that the leak originated from something the Tenant did or failed to do, as opposed to a failure or defect in the building's plumbing or building envelope.
9. Under section 20 of the Act, the Landlord is responsible for maintaining the residential complex, including plumbing, in a good state of repair. Under section 34 and section 89, a tenant is responsible to repair undue damage caused wilfully or negligently by the tenant, another occupant of the unit or a person permitted on the premises by the tenant. The onus is on the Landlord to prove, on a balance of probabilities, that the claimed damage was caused by such wilful or negligent conduct.
10. The evidence before me establishes that there was significant damage to the flooring consistent with water infiltration and that the Tenant reported a leak under or near the kitchen floor. However, the Landlord has not proven that this damage resulted from any wilful or negligent act or omission of the Tenant, another occupant, or someone permitted

by the Tenant, rather than from a plumbing failure for which the Landlord is responsible under section 20 of the Act.

11. The Landlord's estimate covers very extensive repair work throughout much of the unit, but there was little evidence tying particular items in that estimate to specific acts of damage by the Tenant. There were no separate, quantified amounts for any discrete items of alleged tenant-caused damage (for example, holes in walls, broken fixtures or missing property) that could be distinguished from water-related repairs.
12. In these circumstances, I am not satisfied on a balance of probabilities that the Landlord has proven either that the Tenant caused undue damage within the meaning of section 89 of the Act, or that the amounts claimed represent reasonable costs incurred or to be incurred as a result of any such tenant-caused damage. The Landlord's claim for \$32,355.23 in damages is therefore dismissed.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of June 25, 2025, the date the Tenant vacated the rental unit.
2. The remainder of the Landlord's application is dismissed.

January 5, 2026
Date Issued

Colin Elsby
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.

