



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

File Number: LTB-L-062887-25

In the matter of: 704, 170 VODDEN ST E
BRAMPTON ON L6V2Z9

Between: Kennedy Road Tabernacle Benevolent Association Landlord

And

Lois Caissie Tenant

Kennedy Road Tabernacle Benevolent Association (the 'Landlord') applied for an order to terminate the tenancy and evict Lois Caissie (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

The Landlord also applied for an order requiring 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 5, 2025.

Only the Landlord's agent, Hansley Armoogan ("H.A."), attended the hearing.

As of 9:38 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination - Wilful or Negligent Damage

3. On July 9, 2025, the Landlord gave the Tenant an N5 notice of termination with the termination date of July 29, 2025. The notice of termination contains the following allegations: On October 2, 2024 at 11:52pm, the Tenant advised the superintendent that she forgot to turn off kitchen faucet which resulted in flooding of the unit. As a result of the flood in the rental unit, units 604 and 504 were also damaged. Specifically, two heat sensors were damaged. Between January 2025 to April 2025, the Landlord received no responses from the Tenant regarding the repayment instructions on three separate occasions (January 8, 2025, March 19, 2025, and April 2025). Also in May 2025 and June 2025, the Landlord received no response from the Tenant regarding the repayment letter.
4. 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).
5. H.A. testified that on October 2, 2024, the Tenant likely left her kitchen sink on and fell asleep, which resulted in a flooding in her rent unit, which also impacted other units (604 and 504). The fire department attended the residential complex and was placed on fire watch due to a potential fire risk as a result of fire sensors being damaged because of the flood in the Tenant's rental unit. H.A said that as a result of the fire department being called and the fire sensors being replaced, the Landlord incurred out of pocket costs in the amount of \$2,010.65.
6. I find that on a balance of probabilities, I am not convinced that the Tenant wilfully or negligently damaged the rental unit. Although H.A. testified the Tenant caused the damage by leaving the kitchen sink on and falling asleep, their testimony constitutes speculation. The Landlord did not adduce any documentary evidence at the hearing to substantiate their claim for the damage. I would have reasonably expected the Landlord to provide copies of the fire department's report regarding their attendance at the residential complex, as well as the invoices for the damage that was repaired, or will be repaired by the Landlord. This is evidence that would have been easily available to the Landlord.
7. Therefore, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 8, 2026
Date Issued

Vishal Nanda
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.