



Order under Section 89 Residential Tenancies Act, 2006

Citation: 2563110 Ontario Limited v Gill, 2026 ONLTB 2053

Date: 2026-01-09

File Number: LTB-L-036239-25

In the matter of: Upper unit, 3595 County Rd 42
Windsor ON N9A6J3

Between: 2563110 Ontario Limited Landlord

And

Sarjeet Singh Gill Former Tenant

2563110 Ontario Limited (the 'Landlord') applied for an order requiring Sarjeet Singh Gill (the 'Former Tenant') 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 Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on December 11, 2025.

The Landlord's Agent Xin Peng and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, remedy is granted as set out below.
2. I am satisfied that the Landlord served the Former Tenant 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 Tenant 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.
4. These documents were served on November 14, 2025, by email, as permitted by the lease. The Former Tenant did not dispute getting the documents.
5. The Former Tenant vacated the rental unit on July 4, 2024.

6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
7. The Landlord's Agent testified the Landlord is seeking damages for a flood that happened when the Former Tenant moved out. The Former Tenant had installed a water filter system under the kitchen sink. When vacating, the Former Tenant hired a plumber to remove the filter system, but the water source was not properly turned off; this caused leaking into the below unit that came through the ceiling and light fixture. This damaged drywall, caused a power outage and damaged the bottom of the Former Tenant's kitchen sink cabinet, as demonstrated by the pictures and video. The plumber charged \$456.52 to fix the issue but the Landlord is only charging the Former Tenant \$250.00. It also costs the following: drywall costs \$250.00; \$200.00 for electricity/light fixture; \$50.00 for a new cabinet; and, \$600.00 paid to the downstairs to cover the rent discount they were given. The total amount the Landlord is seeking is \$1300.00 plus the \$186.00 filing fee. To keep the costs low, the Landlord paid cash for the repair.
8. The Former Tenant testified the water seepage problem had been going on for a while, even the tenants before them had a problem; it was a small leak from water dripping from the back of the fridge. The pictures the Landlord shows of under the counter demonstrate there was no leak. Plus, the text from the tenant before them shows the problem happened before. The problem is that there is no a proper seal between the units. There was no willful or negligent damage, therefore they are not responsible, it is the Landlord's responsibility whether out-of-pocket or through insurance.
8. Based on the testimony and evidence before me, I find the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. Although the Former Testified that the prior tenants had leaking issues, the text referred to is about a sewer back-up in the bathroom, not a leak from the kitchen sink/plumbing; the Former Tenant did not present any causal link between the two issues. As to the leak coming from the back of the refrigerator, the Former Tenant did not present any evidence that such a leak had been occurring or that it had been reported to the Landlord so it could be addressed; if the Former Tenant never reported the problem to the Landlord, they are responsible for any ensuing damage. Regarding the picture of under the kitchen sink, although it does not show the actual leaking, there is what appears to be mould build-up which, logically, points toward a water leakage issue. Further, the video provided by the Landlord clearly shows water coming from the ceiling light fixture; this was not a few drops, but a large flow. Further, the Former Tenant provided no evidence that pointed to another reason for the leak coming from under the kitchen sink and although they referred to a plumber, this person did not testify. For these reasons, the Former Tenant is liable for the flood/leaking and resulting damage.
9. In respect of the damage, I accept the Landlord's testimony as to the cost of the repairs; although there is no receipt because the Landlord paid cash to keep costs lower, the repair/replacement amount being charged is reasonable. However, although I found the Former Tenant responsible for the resulting damage, I do not consider the rent abatement given to the downstairs to be damage. It may be considered a serious interference with the Landlord or the Landlord's lawful right, interest or privilege, however, the Landlord did not testify how the abatement was arrived at or why it was a necessary cost affiliated to the

leak; the Landlord choosing to do this does not make the Former Tenant liable for this expense. Therefore, I find the Former Tenant is not liable for this \$600.00 abated to the downstairs tenant.

10. For the above reasons, I find the Landlord incurred reasonable costs of \$700.00 to repair the damage and/or replace property that was damaged and cannot reasonably be repaired. An order shall issue for same.
11. As the Landlord is successful in their application, they are entitled to reimbursement of the application filing fee.
12. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$700.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$886.00*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before January 20, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 21, 2026, at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Diane Wade
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 Tenant must pay the Landlord:

Damage Costs	\$700.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$886.00