



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

File Number: LTB-L-061897-25

In the matter of: 614, 125 BAMBURGH CIR
SCARBOROUGH ON M1W3G4

Between: SKPM RENTS 15 Landlord

And

HATEM ALHASHEMI Tenant

SKPM RENTS 15 (the 'Landlord') applied for an order to terminate the tenancy and evict HATEM ALHASHEMI (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.

SKPM RENTS 15 (the 'Landlord') also applied for an order requiring HATEM ALHASHEMI (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 October 30, 2025.

Only the Landlord's Legal Representative, Sean Beard, and the Landlord's Agent, Cathy Jones, attended the hearing.

As of 10:58 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 proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 3, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served that same day. The notice of termination contains the following allegations with respect to the Tenant's or the behaviour of someone visiting or living with them wilfully or negligently damaging the rental unit or residential complex and substantially interfering with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant:
 - On April 16, 2025, the Landlord received complaints from a tenant in the unit below about a leak in their ceiling. Upon further investigation, it was discovered that the leak originated from an unpermitted washing machine in the Tenant's unit causing an overflow of water. The Tenant was advised they would be held responsible for any damages and to remove the washing machine by April 24, 2025
 - On May 14, 2025, the Landlord received another complaint from the tenant below about a leak in their ceiling. The Landlord investigated and found the unpermitted washing machine still in the Tenant's unit. Repairs were then done to the unit below on May 15, 2025. The Landlord was invoiced \$310.75 for the repairs on June 16, 2025, and a chargeback was applied to the Tenant's ledger for the amount.
 - On June 7, 2025, the Landlord received further complaints from the tenant below about a leak in their ceiling. Again, the washing machine was found in the Tenant's unit.
 - On June 24, 2025, the Landlord sent a copy of the June 16, 2025 invoice and a letter requesting payment for June 30, 2025. The Tenant did not pay the amount by the deadline
 - As of July 2, 2025, the unpermitted washing machine was found still in the Tenant's unit.
4. The Landlord's Agent testified that there are laundry services available in the residential complex, but the Tenant instead installed a washing machine in the rental unit without permission. The residential complex contains 325 units within 21 floors and does not have the proper plumbing for washing machines in each unit. When Landlord staff investigated the leak on April 16, 2025, they discovered the issue was caused by an attachment placed on the faucet in the Tenant's unit leading to the washing machine.

5. The Landlord's Agent recounted the events referred to in the N5 notice, confirming that there were multiple complaints from the Tenant below about a leak in their ceiling, and that repairs were done on May 15, 2025 to fix the damage. An invoice for the unit repairs dated May 15, 2025 for \$310.75 was submitted as evidence. The Landlord's Agent confirmed the Landlord received the invoice on June 16, 2025 and then sent a copy to the Tenant on June 24, 2025 requesting payment.
6. The burden of proof is on the Landlord to show on the balance of probabilities that the Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination with respect to the allegation of substantial interference. The Landlord's Agent confirmed there were no further complaints regarding any leaks from the Tenant's unit after June 7, 2025. The Landlord's Agent also testified that the subsequent inspection of the Tenant's unit confirming the unpermitted washing machine was still in the unit was done on July 2, 2025, the day before the N5 notice was served. As the Landlord could not confirm if the washing machine was still in the unit during the voiding period, I am not satisfied on the balance of probabilities that the Landlord showed the Tenant did not void the N5 notice in accordance with subsection 64(3) of the Act.
7. With respect to the allegation of wilful or negligent damage however, 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 that portion of the N5 notice of termination in accordance with subsection 62(3) of the Act.

Daily Compensation:

8. The Tenant was required to pay the Landlord \$6,904.26 in daily compensation for use and occupation of the rental unit for the period from July 24, 2025 to October 30, 2025.
9. Based on the monthly rent, the daily compensation is \$69.74. This amount is calculated as follows: $\$2,121.22 \times 12$, divided by 365 days.
10. The Landlord's Agent confirmed that there were no arrears of rent as of the date of the hearing.
11. The Landlord also does not seek termination of the tenancy, but rather a conditional order. Given the Landlord's request and the fact that there are no arrears outstanding, the request for daily compensation is moot and will not be considered.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for Damages:

13. Section 89 of the Act allows a landlord to apply to the Board for an order requiring a tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of, or where repairing is not reasonable, the replacement of damaged property if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex willfully or negligently causes undue damage to the rental unit or the residential complex, and the tenant is in possession of the rental unit. The Landlord must show that

the damage is “undue”, meaning it is beyond normal wear and tear, and considered to be excessive or unnecessary.

14. In this instance, I am satisfied on the balance of probabilities that the Tenant wilfully or negligently caused undue damage to the rental unit or residential complex. The Tenant installed a washing machine in the rental unit without the Landlord's permission causing water damage to the ceiling of the unit below. The Landlord investigated the matter after receiving a complaint and found the leak was a direct cause of the washing machine in the Tenant's unit being hooked up to the faucet. I accept the Landlord's evidence that the residential complex does not have the requisite plumbing infrastructure to support laundry facilities in each unit, and that is what led to the leak when the washing machine was connected in the Tenant's unit.
15. The Tenant was told to remove the washing machine in April 2025 as it was not permitted in the unit and was causing damage to the unit below, yet the Landlord received complaints of leaks emanating from the Tenant's unit until June 7, 2025. Thus, it can be reasonably inferred that the Tenant was still using the washing machine in their unit. Therefore, I am satisfied that the damage done to the unit below the Tenant was wilful and/or negligent, unnecessary, and beyond normal wear and tear.
16. The Landlord's Agent submitted an invoice totaling \$310.75 for the repairs done to the unit below as a result of the leak from the washing machine in the Tenant's unit.
17. Having considered the uncontested evidence and submissions before me, I am satisfied the Landlord has incurred the reasonable above costs. Therefore, I find the total owing to the Landlord to be \$310.75.

Relief from Eviction:

18. 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.
19. The Landlord's Legal Representative confirmed that the Tenant has resided in the unit for over 6 years, and there have been no other issues with the tenancy outside of the unpermitted washing machine. The Landlord is thus willing to try and preserve the tenancy through a conditional order to prevent any further damage and issues with unpermitted appliances. The Landlord requested payment for the costs to repair the damage to the unit below the Tenant's and to inspect the Tenant's unit every 60 days to ensure the washing machine is removed and remains out of the unit.
20. The spirit of the Act takes into account the gravity of an eviction. As the Divisional Court stated in *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.), eviction is a remedy of last resort and should not be taken lightly. Relief will and should be granted where the tenancy can be saved without overly prejudicing a landlord's interests.
21. Having considered the uncontested submissions before me, I find a conditional order to be appropriate in the circumstances to ensure the Landlord has a method of relief while

conditionally preserving the tenancy. I am satisfied there is a sufficient nexus between the damages proven and the issue of installing an unpermitted major appliance in the unit so as to order regular inspections of the rental unit to ensure compliance with this order. However, I find permitting inspections every 60 days to be too onerous in the circumstances, and therefore inspections every 90 days are more appropriate.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For the period commencing January 8, 2026 to January 7, 2027, the Tenant, any occupant of the rental unit, or anyone the Tenant permits onto the residential complex shall not cause any wilful or negligent damage to the rental unit and/or residential complex by installing or using any unpermitted major appliance, in particular a washing machine.
3. The Landlord is permitted to inspect the rental unit, with proper notice provided to the Tenant, every 90 days within the prescribed period stated in paragraph 2 to ensure compliance with this order.
4. On or before January 31, 2026, the Tenant shall pay to the Landlord \$310.75, which represents the reasonable costs of repairing the damaged property.
5. If the Tenant fails to comply with the conditions set out in paragraphs 2-4 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.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.

January 8, 2026
Date Issued

Fotoula Hatzantonis
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.