



Order under Section 88.2 / 89 Residential Tenancies Act, 2006

Citation: Stefani v Miller, 2026 ONLTB 2591

Date: 2026-01-05

File Number: LTB-L-086348-24

In the matter of: Lower Floor, 184 LIVINGSTONE AVE
YORK ON M6E2M1

Between: Blendian Stefani Landlord

And

Naquan Miller Former Tenant

Blendian Stefani (the 'Landlord') applied for an order requiring Naquan Miller (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Blendian Stefani (the 'Landlord') applied for an order requiring Naquan Miller (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 September 24, 2025.

The Landlord and the Landlord's legal representative, Amol Bhangoo, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
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. The Former Tenant vacated the rental unit on December 24, 2023.

4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for unpaid utility costs

5. The Landlord claims \$415.08 in water charges and says the Former Tenant should be responsible for this amount because they believe the Former Tenant left the water running.
6. However, the tenancy agreement filed in evidence shows that the Landlord is responsible for utilities, including water, for the rental unit. There is no clause in the tenancy agreement requiring the Former Tenant to pay water or other utility costs directly.
7. Section 88.2 of the Act allows a landlord to claim against a former tenant only where the tenant was required to pay utility costs under the tenancy agreement. Because the tenancy agreement did not require the Former Tenant to pay utilities, the statutory precondition for a claim under section 88.2 is not met.
8. The Landlord has therefore not proven that the Former Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement, or that the Landlord incurred reasonable out-of-pocket expenses as a result of such a failure. The claim for \$415.08 for unpaid utility costs is dismissed.

Compensation for damage

9. The Landlord claims that after the tenancy ended they found water in the unit, mould on surfaces, damage around the boiler area and in the cold room, and other damage to fixtures such as an electrical outlet. The Landlord believes that either a pipe burst or taps were left running, and that this caused flooding and damage in the basement unit.
10. The Landlord relied on photographs of the unit taken before the tenancy began and after the tenancy ended, as well as an evidence book containing receipts for materials and contractor invoices for repairs carried out to the unit.
11. The Former Tenant did not file documents but denied deliberately causing damage. The Former Tenant suggested that plumbing issues may have been a contributing factor and pointed out that the Landlord did not know why the drains did not drain or whether there had been a burst pipe.
12. The Landlord acknowledged during their evidence that they were unsure whether the taps had been left running with the drains plugged, or whether a pipe had burst, and that they did not know why the drains did not drain. No plumber, contractor, or other witness with technical expertise was called to explain the actual cause of the leak or to link it to any specific act or omission by the Former Tenant or a person they permitted in the unit.

13. Under section 89 of the Act, the Landlord bears the onus to prove, on a balance of probabilities, that 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, and that the Landlord incurred or will incur reasonable costs as a result of that damage.
14. In this case, while the evidence establishes that there was water damage in the unit, it does not establish how that damage occurred or that it was caused by wilful or negligent conduct of the Former Tenant or someone they permitted in the unit, as opposed to a plumbing failure or other building-related cause. The Landlord's own testimony leaves open multiple possible explanations, including a pipe burst, taps left running, or a drainage failure, and there is no reliable evidence to resolve that uncertainty. I therefore find that the Landlord has not met the burden of proof required by section 89 of the Act.

It is ordered that:

1. 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.