



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

**Citation:** SKPM RENTS 2 v REID, 2026 ONLTB 4055

**Date:** 2026-01-16

**File Number:** LTB-L-090069-25

**In the matter of:** 0B12, 2701 EGLINTON AVE W  
YORK ON M6M1V2

**Between:** SKPM RENTS 2 Landlord

**And**

CHRISTOPHER REID Tenant

SKPM RENTS 2 (the 'Landlord') applied for an order to terminate the tenancy and evict CHRISTOPHER REID (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.

The Landlord also applied for 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 January 7, 2026. The Landlord's Agent, Andriy Bagliy, Represented by Sean Beard, and the Tenant attended the hearing.

**Determinations:**

Preliminary Issues:

1. The Tenant requested an adjournment for the purposes of seeking legal counsel and gathering supporting documents.

2. In reviewing the file history, I determined that the Tenant was given six weeks' notice of the hearing by Board staff. Given this, and that the Tenant was able to speak to tenant duty counsel prior to the hearing, and considering the Board's obligation to hear matters in an expeditious manner, I declined to grant the Tenant's request. The hearing proceeded.

### Landlord's L2 Application

3. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. On October 6, 2025, the Landlord gave the Tenant an N5 notice of termination alleged that the Tenant substantially interfered with the Landlord's lawful rights and privileges and willfully or negligently damaged the glass cooktop of the stove in his rental unit.
6. Although the Tenant stopped the conduct or activity because there were no further incidents of damaged appliances during the seven-day voiding period, the Tenant did not pay for the damaged cooktop. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act) as it relates to causing wilful or negligent damage.
7. The Landlord's Agent is the assistant property manager for the residential complex. He testified that the Tenant moved into the rental unit on June 1, 2025. At about the end of June 2025, the Tenant reported that the glass cooktop of his stove had shattered and requested service.
8. The Landlord arranged for "Tech2000 Appliance" to attend the rental unit and assess the damage. They concluded it was beyond repair and recommended the Landlord order a new cooktop (Doc-7060779, Pg 1). In the explanation of services performed the Tech2000 July 8, 2025, invoice submitted into evidence states: "Glass top broken due to misuse." The Landlord also submitted a photograph of the shattered cooktop. The Landlord paid \$1005.70 for the replacement part (Doc-7060779, Pg 2).
9. In cross-examination, the Landlord could not articulate how the Tenant would have "mis-used" the stove causing it to crack. The Landlord admitted he was not an expert in glass cooktop damage and would rely on a third-party such as Tech2000 to inform the Landlord of misuse. The Landlord admitted that he had heard the stove tops could crack and shatter although he states that this would also be due to misuse because the individual would have left the stove on or there had been a fire.
10. The Landlord did not summons a service person to give evidence who could attest in what way the Tenant had "mis-used" the stove causing the damage. He relies solely on the fact the stove was damaged. However, s. 62(1) of the Act states that a landlord may give a notice of termination where the Tenant "wilfully or negligently" causes undue damage to the rental unit. The problem here is that there was no evidence of the wilful or negligent act that caused the damage.

11. The Landlord points to the fact the tenancy was only four weeks in when the stove was damaged. However, I do not find this to be sufficient evidence that the Tenant was responsible for the damage. It is equally as possible that the stove had already been damaged by the prior tenant, and this Tenant had the misfortune of using it when the cooktop finally shattered.

12. This order contains all of the reasons within it. No further reasons shall issue.

**It is ordered that:**

1. The Landlord's application is dismissed.

**January 16, 2026**

**Date Issued**

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**Jane Dean**

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.