



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

File Number: LTB-L-069666-25

In the matter of: 2, 203 VICTORIA
TWEED ON K0K 3J0

Between: Shivnolika Dwarka Landlord

and

Samantha Vezina Tenant

Shivnolika Dwarka (the 'Landlord') applied for an order to terminate the tenancy and evict Samantha Vezina (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 claimed compensation for each day the Tenant remained in the unit after the termination date.

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 December 4, 2025.

The Landlord and his representative, Dara Saunders, and the Tenant attended the hearing.

Determinations:

Preliminary issues

1. The Landlord's representative uploaded the first N5 Notice and certificate of service after I held the matter down and requested a copy.
2. During the hearing, the Tenant confirmed receipt of both N5 Notices.
3. The Landlord's representative requested an adjournment on the basis that she did not have an invoice to support the damage claim. The Tenant objected.

4. I denied the request for an adjournment, as the Landlord had ample opportunity to prepare and advance notice of the hearing.
5. The Landlord's representative objected to the Tenant's evidence filed with the Board on the basis that it was not served on the Landlord. The Tenant testified that her mother, who is the superintendent, was served with a copy of the evidence.
6. I reviewed the Tenant's evidence, which consisted of photographs of her unit. I held the matter down briefly for the Landlord to review the photographs.

N5 Notice Termination

7. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application; therefore, the application is dismissed.
8. The Tenant was in possession of the rental unit on the date the application was filed.
9. On March 14, 2025, the Landlords served the Tenant with a first, voidable N5 notice of termination, alleging substantial interference with reasonable enjoyment, undue damage, and overcrowding. The notice was deemed served on June 13, 2025, and specified a termination date of April 10, 2025.
10. The Landlord led evidence with respect to one event on the first N5 Notice. The Landlord testified that on February 18, 2025, the Tenant moved in another adult with 12 children under the age of 15 years in addition to her and her three children. The Landlord stated that the Tenant voided the first N5 Notice within the required time by addressing the issues raised in the notice.
11. This application is based on a second N5 Notice, served on July 10, 2025, in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act), with a termination date of July 28, 2025. Although a Tenant does not have an opportunity to void a second N5 Notice, the Landlord must still prove, on a balance of probabilities, that the alleged conduct occurred and that it meets the statutory test for termination.
12. The second N5 Notice alleges the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
13. The Landlord sought for an order to terminate the tenancy and costs of \$15,000.00 to repair the damage.

14. The Landlord testified that when he entered the Tenant's unit on July 26, 2025, the bathtub was flooded and the Tenant's washing machine had begun discharging water. He instructed his plumber to shut off the water in order to avoid further damage.
15. The Landlord did not submit an inspection report, photographs or expert evidence or any other supporting evidence to establish the source of the water or that the flooding was caused by negligence or wilful conduct on the part of the Tenant.
16. The Landlord states that the Tenant was not permitted to have a portable washing machine in her unit and that he first became aware of this was when the flood occurred on July 26, 2025, at 9:06 a.m.
17. The Landlord testified that there was a prior flood on July 4, 2025, but stated that he was not present at the residential complex on that date. He stated that the damage to the laundry room ceiling below the Tenant's unit worsened on July 26, 2025.
18. The unit below the Tenant's unit is the laundry room. The Landlord testified the laundry room is not operational because he is waiting for permits. The Landlord states that his appliance technician informed him that the motor in the washing machine was damaged as a result of the flood, and a refurbished machine would cost \$5,537.00. The Landlord claims that he paid \$330.00 to his appliance technician for the inspection.
19. The Landlord had no documentary evidence at the hearing that the cost to repair the damage would be \$14,500.00 or \$15,000.00. At the beginning of the hearing the Landlord's representative sought an adjournment because this invoice was not submitted to the Board. I asked the Landlord whether he had paid for the repairs and he stated that he had not. When I asked when the repairs were completed, he replied mid-August 2025.
20. The Tenant testified that there was no flood or damage caused by her washing machine, and no one attended her unit on July 4, 2025. The Tenant further testified that she has no knowledge of the Landlord's allegation that her bathtub was overflowing and her portable washing machine was discharging water. The Tenant referred me to photographs taken on November 25, 2025, which she testified show no water damage in the area where her portable washing machine and bathtub are located.
21. The Landlord asserted that the Tenant's portable washing machine was not properly connected; however, the Landlord did not have an expert witness or any documentary evidence to establish that the Tenant's portable washing machine was improperly installed or that it caused the flooding alleged on the second N5 Notice or thereafter.
22. I reviewed the brief video submitted by the Landlord which shows the laundry room and two individual speaking with one another. It does not show the flooding, how the flooding occurred, or that the Tenant's conduct caused the flooding.
23. In addition, the second N5 Notice is based on a flood that occurred on July 4, 2025, and the Landlord testified that the video which has been referenced on the second N5 Notice was taken on July 27, 2025, at 11:15 a.m., which is prior to date the alleged further damage was caused.

24. As the applicant, the Landlord must prove, on a balance of probabilities, that the Tenant wilfully or negligently caused undue damage to the rental unit or the residential complex because their portable washing machine flooded. The Landlord has not met this burden. .
25. The Landlord testified that the Tenant's portable washing machine and bathtub caused flooding, he did not submit an inspection report, photographs at the time of the alleged incident, plumbing reports or expert evidence to establish the source of water or to confirm that the damage resulted from the Tenants negligence or willful conduct. The Landlord also acknowledged that he was not present at the residential complex on July 4, 2025, when the first alleged flood occurred, and that the damage worsened weeks later on July 26, 2025. This timeline undermines the Landlord's assertion that it was the Tenant's conduct on July 4, 2025, caused the damage.
26. I also reviewed the brief video submitted by the Landlord. The Landlord testified that the video references on the N5 Notice was taken on July 27, 2025, while the alleged incident relied upon in the notice occurred on July 4, 2025. As such the video carries no weight in establishing causation or negligence.
27. The Tenant denied that any flooding or damage was caused by her washing machine or bathtub and testified that no one attended her unit on July 4, 2025. The Tenant provided photographs taken on November 25, 2025, which she testified show no water damage in the area her portable washing machine and bathtub are located. I found the Tenant's testimony to be credible and consistent.
28. The Landlord also failed to prove on a balance of probabilities, the reasonable costs claimed as a result of the alleged damage. The Landlord testified that the cost to repair the damage was either \$14,500.00 or \$15,000.00. While the Landlord stated that the repairs were completed by mid-August 2025, no documentary evidence were submitted.

It is ordered that:

1. The Landlord's application is dismissed.

January 14, 2026

Date Issued

Adeela Alvez

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.