



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-046464-24

In the matter of: Lower Level, 28 BOWERBANK DR
NORTH YORK ON M2M1Z8

Between: Fengsheng Li Landlord

And

Hanying Li Former Tenant

Fengsheng Li (the 'Landlord') applied for an order requiring Hanying Li (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 January 14, 2026.

The Landlord 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 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.
3. The L10 Application and Notice of Hearing documents were served on December 8, 2025, by email communication.
4. The Former Tenant vacated the rental unit on October 31, 2023.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for Damage:

6. The Landlord testified that she retained the services of a contractor company (DrainCom) who performed an inspection of the rental unit on or about September 18, 2023, at which time the company observed cracks in the shower floor tiling and surrounding tiling. The company also found a leak that was penetrating through the cracked shower floor tiles and into other portions of the property causing significant water and mold issues. The Landlord tendered a copy of an invoice from the contractor into evidence with the Board.
7. The Landlord also testified that sometime after the Former Tenant occupied the rental unit, the Former Tenant had taken steps to change the shower head in the washroom without the consent or authorization of the Landlord. The Landlord also argued that the Former Tenant increased the water flow and direction in which the shower head was pointing. The Landlord tendered photographs into evidence showing the new and old shower head and directions in which they pointed. No evidence was provided to support any increase in water pressure on part of the Former Tenant.
8. On or about October 13, 2023, the Landlord retained the services of a restoration company to inspect the rental unit and washroom for any potential mold or water damage in the washroom or surrounding areas of the household. A copy of the invoice for this service was tendered into evidence by the Landlord. The company found significant water and mold in the drywall, studs, and framing of the property.
9. On or about November 13, 2023, the Landlord had the restoration company attend the unit and perform mold removal and remediation work in the washroom of the rental unit and surrounding areas of the household. The Landlord tendered a copy of an invoice for this work into evidence. The Landlord also tendered multiple invoices for materials required to carry out the general repairs, mold removal, cleaning, treatment, and re-sealing of the washroom and impacted areas.
10. The Landlord argued that the reason that the washroom started leaking was because the Former Tenant installed an unauthorized shower head, changed the direction of the shower head, and increased the water pressure, resulting in the tiles cracking directly due to these changes in the environment. The Landlord did not provide any reports or professional findings with respect to their reasoning as to how and why the leak started. The Landlord did not believe the cracks to be present when renting the unit and argued that the Former Tenant never informed the Landlord of the leaks causing further damage.
11. On cross examination, the Landlord confirmed that the Former Tenant had previously informed the Landlord of mold issues in 2020, within the rental unit. The Landlord argued that the mold referenced at that time was different from the mold and damage in this application. The Landlord also confirmed not having any mold inspection performed at that time.
12. The Landlord also confirmed that their invoice for the initial washroom/shower inspection stated that the shower faucet/head were not leaking. The leak was coming from a cracked floor tile and a base which did not have any liner below for extra protection or waterproofing.

13. The Former Tenant testified that he did change the shower head in the rental unit without the consent of the Landlord. The Former Tenant denies taking any steps to adjust or increase the water pressure and concedes that the shower head may have been pointed in a different direction but disputes that the simple changing of a shower head or direction in which that shower head is pointed can cause floor tiles to crack. The Former Tenant also argued that any cracks would more likely be attributed to poor workmanship or subpar material, for example the lack of a waterproof liner installed below the shower base with the initial installation.
14. The Former Tenant argued that they were not aware of the leak as it was not visible in the washroom as all of the damage would have been occurring behind the walls and structure of the washroom which cannot be seen in its entirety without removing the drywall or taking steps to investigate. This was also confirmed by the Landlord.
15. Based on the evidence, I am not satisfied that the damage or cracks to the shower floor tiles were caused by the change of the shower head by the Former Tenant. I am also not satisfied that the repositioning of the shower head would have caused or created any cracks in the floor tiling. I did not have any evidence before me to suggest that the water pressure was increased to an unsafe level or otherwise. What I do have is an invoice which clearly states that the leaks in the shower were not coming from the plumbing but rather from the cracks in the tile flooring which was further impacted by the lack of waterproof liner being installed below the shower base. Therefore, the Landlord did not prove 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, in this case being the cracked tiles leading to the water leak and water damage.
16. The application must be dismissed.

It is ordered that:

1. The application is dismissed.

January 27, 2026
Date Issued

Ilan Shingait
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.