



Order under Section 69 Residential Tenancies Act, 2006

Citation: 124 Eighth St Inc. v Kurowska, 2026 ONLTB 7185

Date: 2026-01-23

File Number: LTB-L-059359-25

In the matter of: Unit B, 124 EIGHTH ST
ETOBICOKE ON M8V3C4

Between: 124 Eighth St Inc. Landlord

And

Catherine Kurowska Tenant

124 Eighth St Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Catherine Kurowska (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

This application was heard by videoconference on November 17, 2025.

The Landlord's agent Max Wawruch and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 5, 2025, the Landlord gave the Tenant an N7 notice of termination. The notice of termination alleges that the Tenant wilfully damaged the rental unit between October 31, 2025 and July 7, 2025, by allowing her pet dog to urinate and defecate in the rental unit.
4. The evidence put forward by the Landlord at the hearing does not establish that the Tenant wilfully caused damage to the rental unit. The Landlord presented no evidence that the Tenant has deliberately caused damage to the rental unit. In fact, the Landlord's agent testified that he has spoken with the Tenant about the issue and that she has had cleaners visit the unit to try and address the issue.

5. The Tenant does not deny that her pet has – on several occasions – relieved itself within the rental unit. She testified that she suffers from mental health conditions which sometimes interfere with her ability to properly care for her pet. She also testified that she is aware that allowing her pet to relieve itself indoors is not acceptable, that she has hired cleaners in an attempt to address the odor in her rental unit, and that there was no odor in her unit as of the date of the hearing. Her testimony was not challenged by the Landlord on cross-examination.
6. The Landlord has not proven that it is more likely than not that the Tenant has wilfully damaged the rental unit. Based on the evidence presented by both parties, I find that any damage to the rental unit was not wilfully caused by the Tenant.
7. Having served an N7 Notice, the Landlord must prove that any alleged damage is wilful. The Landlord has not done so. Therefore, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 23, 2026
Date Issued

Jeremy Henderson
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.