



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

File Number: LTB-L-052481-25

In the matter of: 912, 85 BLOOR ST E
TORONTO ON M4W3Y1

Between: IULIAN IRINEL IONITA Landlord
CHRISTINE IONITA

And

CHUL HWANG Tenant
Heejoo Kang

IULIAN IRINEL IONITA and CHRISTINE IONITA (the 'Landlord') applied for an order to terminate the tenancy and evict CHUL HWANG and Heejoo Kang (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes.
- 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.

IULIAN IRINEL IONITA and CHRISTINE IONITA (the 'Landlord') applied for an order requiring CHUL HWANG and Heejoo Kang (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 November 12, 2025.

The 1st named Landlord and both Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. The Tenant vacated the rental unit on June 30, 2025. Both parties agree on the Tenants vacate date.
4. The Landlord's claim for rent arrears relies on a rent increase implemented by way of an N1 Notice of Rent Increase served on February 16, 2024, with an effective date of May 16, 2024.
5. The evidence from the Landlord establishes that rent was payable on or about the first day of each month. Additionally, I advised the Landlord that a lawful rent increase must take effect at the start of a rental period and requires notice to the Tenant of at least 90 days, pursuant to section 116(1) of the *Residential Tenancies Act*.
6. The Landlord relied on the above email he sent to the Tenant on or about February 16, 2024, about the N1 increase taking into affect on April 1, 2024, which is not within 90 days as required by the 'Act'.
7. Additionally, the Landlord served the Tenant with an N1 Notice of Rent increase on or about February 16, 2024, with the hopes this increase will take in affect for May 16, 2024.
8. A notice served on February 16, 2024, could not lawfully increase rent effective May 1, 2024, nor May 16, 2024, as the Act does not permit mid-period rent increases.
9. As a result, the N1 is defective, and the rent increase relied upon to calculate the rent arrears, I deem not lawful.
10. The Landlord's L1 application shall be dismissed.

Landlord's L2 Application

11. 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.
12. The Tenant was in possession of the rental unit on the date the application was filed.
13. The Tenant vacated the rental unit on June 30, 2025.
14. N5 Notice of Termination -Wilful or Negligent Damage

On May 21, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on May 2, 2025, with a termination date of June 11, 2025. The notice of termination contains the following allegations:

- On or about May 31, 2025, the Landlord visited to replace the drain for the washer machine, and he noticed damage to the laminate flooring in the living and kitchen area. He approximated the damages caused to the rental unit of \$1,900.00.
15. The Landlord testified that the rental unit was delivered to the tenants with newly installed laminate flooring throughout the unit, including the living room, kitchen, and bedroom areas.
 16. He stated that the Tenants were the first occupants following installation of the flooring and that the flooring was installed by a contractor who had completed similar work in other units in the building. According to the Landlord, during the tenancy no visible defects or concerns with the flooring were observed during the earlier portion of the tenancy, including during visits to the unit in 2023 and early 2024.
 17. Mr. Ionita testified that near the end of the tenancy, after being contacted regarding an unrelated issue involving a washing machine hose, he observed significant gapping between laminate planks, as well as visible markings on the flooring consistent, in his view, with water exposure. He stated that the damage appeared in multiple areas of the rental unit and was not localized to a single plank or seam, which he believes was not ordinary wear and tear.
 18. The Landlord relied primarily on photographs showing gapping between the floor planks and alleged water marks. The Landlord testified that the estimated cost to replace the flooring was approximately \$1,900, which he included in the N5 application.
 19. Lastly, the Landlord testified that he had a verbal discussion with the contractor who installed the flooring who advised the Landlord that the laminate flooring could not be repaired in isolated sections due to click-lock installation and it would require replacing the entire flooring area would be required.
 20. I will note the Landlord did not submit the following:
 - Any written contractor estimates.
 - He did not submit invoices, receipts, or expert reports
 - The contractor who he allegedly provided the estimate was not called as a witness.

- Any witness testimony from the installer before the Tenant moved in or any flooring professional.

Tenant's Evidence

21. The Tenant, Ms. Kang testified that they occupied the unit for approximately three years and used the unit in a normal residential manner.
22. She acknowledged that gaps between some of the laminate planks were visible by the end of the tenancy but the changing in the flooring occurred overtime, similar gapping was visible in areas covered by furniture and believes that the condition of the flooring to be normal wear and tear rather than damages.
23. She testified that they did not intentionally cause water damage and were not aware of any flooding, leaks, or water events caused by them. Additionally, that the unit contained an HVAC system, which was a permanent building component installed by the Landlord or condominium corporation.
24. Ms. Kang stated that the HVAC inspections and filter replacement had been handled by the building management and if moisture contributed to the flooring condition, it would have been related to the HVAC system or building conditions, not tenant conduct.
25. The Tenant testified that they were not advised by the Landlord during the tenancy that the flooring condition constituted damage requiring repair, nor were they provided with estimates or repair requests prior to vacating.
26. Lastly, Ms. Kang pointed out that the Landlord did not provide any written estimates, photographs taken at the beginning of the tenancy for comparison, or professional assessments attributing the damage to tenant negligence.

Analysis

27. Under section 62(1) and section 89 of the 'Act', a landlord bears the burden of proving, on a balance of probabilities, the Landlord must prove that the Tenant caused undue damage beyond normal wear and tear and that the amount claimed is reasonable and supported by evidence.
28. I find that the Landlord failed to provide any direct evidence that the Tenants caused the water damage and no evidence when the damaged occurred or that it resulted from the Tenants negligence.
29. I find the Landlord's evidence regarding the cause of the flooring condition is speculative. While the Landlord sincerely believes the damage was caused by water attributable to the tenants, no expert or objective evidence was presented to establish:
 - the presence of water damage,
 - the source of any moisture, or
 - a causal link between the tenants' conducts and the observed condition.
30. Additionally, the Landlord failed to prove the quantum of damages. The claimed amount of \$1,900.00 is unsupported by any documentary evidence or contractor/expert evidence.

The Landlord's verbal estimates are insufficient where written estimates are/were reasonable available. The Board cannot speculate as to repair costs or accept unsupported estimated figures for replace/repairing.

31. For the reasons given above, the Landlord's L2 Application shall be dismissed.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of June 30, 2025, the date the Tenant moved out of the rental unit.
2. The Landlord's L1/L2 Applications are dismissed.

January 26, 2026
Date Issued

Anthony Bruno
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.