



Order under Section 89 Residential Tenancies Act, 2006

Citation: KIM v GASEE, 2026 ONLTB 10158

Date: 2026-02-04

File Number: LTB-L-075955-24

In the matter of: 808, 25 LOWER SIMCOE ST
TORONTO ON M5J3A1

Between: Juwon Kim

Landlord

And

Ethan Gasee
Arvind Arulraj
James Liu

Former Tenants

Juwon Kim (the 'Landlord') applied for an order requiring Ethan Gasee, Arvind Arulraj and James Liu (the 'Former Tenants') 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 Tenants, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on January 27, 2026.

The Landlord and the Former Tenant Ethan Gasee 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 Tenants with the application and Notice of Hearing at least 30 days before the 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 Former Tenant Ethan Gasee confirmed he was prepared to proceed with the hearing.
4. The Former Tenants vacated the rental unit on August 19, 2024.
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 after the Former Tenants vacated the rental unit, she attended the unit and found a hand towel hanger in the bathroom was detached from the wall. She submitted a photo showing the circular towel hanger portion sitting on the bathroom countertop. The metal bracket on the wall is visible in the photo. The Landlord testified the bracket was loose and that her contractor told her the bracket needed to be moved to a different area of the wall.
7. The Landlord's contractor did not testify at the hearing to explain why the bracket had to be moved or why it could not have simply been reattached to the metal bracket shown in the photos.
8. The photos submitted by the Landlord in support of her claim for \$320.00 in compensation for damage do not show the towel hanger was moved to a different location on the wall. I asked the Landlord why she did not submit photos showing the work after it had been completed since such photos would show the bracket was actually moved requiring the work described in the invoice the Landlord provided. The Landlord stated she did not think they would be necessary.
9. The Landlord provided no evidence that the towel hanger came off of the wall as a result of force being applied or that the Former Tenants had pulled on it or misused the towel hanger in some way.
10. The Former Tenant agreed the towel hanger did come off the metal bracket. He stated that a few days before vacating the unit he placed a towel in the circular hanger and it fell off the wall. He stated he believed the hanger could be put back on the bracket using the set screw believing it required only a screwdriver and maybe glue to resolve.
11. This is the Landlord's application and it is their burden to prove their claims on a balance of probabilities. I do not find the Landlord has succeeded. I say this for the following reasons.
12. The Landlord has not shown the Former Tenants used the towel hanger in such a manner that amounts to willful or negligent conduct. No evidence was presented showing damage that is consistent with misuse or the improper application of force. Such evidence might include a dented bracket, hanger or damage to the wall in the immediate area. Given my knowledge of similar cases and circumstances, I can conclude that set screws in towel hangers can and do loosen over time.
13. In the absence of evidence showing the towel hanger was likely used in a careless or haphazard manner, I do not find the Landlord has established on a balance of probabilities that the towel hanger detaching from the metal bracket was down to more than normal wear and tear that accumulated over time. For these reasons, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

February 4, 2026
Date Issued

John Cashmore
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.