



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: Woodgreen Community Housing Inc. v Lialko, 2026 ONLTB 15591

Date: 2026-02-19

File Number: LTB-L-034348-25

In the matter of: 403, 270 DONLANDS AVE
EAST YORK ON M4J3R4

Between: Woodgreen Community Housing Inc. Landlord

And

Yevgenia Lialko Tenant

Woodgreen Community Housing Inc. (the 'Landlord') applied for an order requiring Yevgenia Lialko (the 'Tenant') to:

- pay the rent that the Tenant owes and;
- pay the damages caused by 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 (L2 Application).

This application was heard by videoconference on February 4, 2026.

Only the Landlord's Legal Representative, A.S. Kassam and the Landlord's Agents, Nicole Bortolus and Eromo Akingbehin attended the hearing.

As of 9:38 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Tenant vacated the rental unit on April 30, 2025. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Tenant did not pay the total rent they were required to pay for the period from November 1, 2024 to April 30, 2025.
3. The Tenant's rental unit up until March 4, 2024 was Unit 406-270 Donlands Avenue, East York, Ontario and due to an apartment fire, the Tenant was transferred to Unit 403 of the same apartment complex later in the day on March 4, 2024.

4. The lawful rent is \$191.00. It is due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The tenancy ended on April 30, 2025 as a result of the Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Tenant's obligation to pay rent also ended on that date.
7. The rent arrears and daily compensation owing to April 30, 2025 are \$573.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Damage Claim

9. The Landlord claims the Tenant damaged the property as described below:

On March 4, 2024, a fire broke out in Unit 406, the Tenant's previous apartment in the complex. The Tenant's toddler accidentally lit a mattress on fire in the rental unit which caused extensive damage to the entire unit. The damages included: complete destruction of drywall in the bedroom, heavy smoke and heat damage to all walls and ceilings throughout the unit, destruction of all interior doors and closet doors, cracking and damage to the bedroom window, damage to ceiling light fixtures and the thermostat, total destruction of the kitchen, removal and replacement of all vinyl composite tile flooring and baseboards, environmental remediation using KILZ spray for walls and ceilings, priming and repainting of the entire unit and professional cleaning to restore the unit to move-in readiness. The cost to restore the unit was \$24,985.00.

10. Eromo Akingbehin, the Manager of Housing Operations for Woodgreen Community Housing Inc. testified that she was in attendance on March 4, 2024 when the fire occurred and she prepared the Incident Report found at Page 7 of the Landlord's Document Brief, DOC-7247620.
11. Ms. Akingbehin described the events of that day and provided several pictures (taken by her) of the interior of Unit 406 which showed the extensive damage to the unit. These pictures were included in the Landlord's Document Brief.
12. Ms. Akingbehin explained that the Tenant had been in the shower when her 3-year-old son found a lighter and lit a mattress in his room. The Tenant advised her that at first the fire was small and that she had tried to extinguish it herself but then the fire grew and she and her son ran to her office where she called 911.
13. Ms. Akingbehin stated that the firefighters were able to extinguish the fire in the Tenant's unit without it spreading to other apartments. However, she said that the whole rental unit was destroyed.
14. The Manager stated that the Tenant was transferred to Unit 403 after the fire on March 4, 2024.

15. The Manager also provided a detailed invoice from Greenline Renovations Plus Ltd. dated April 12, 2024 which described the work completed to restore the 2-bedroom rental unit. The invoice was in the amount of \$24,895.00 plus HST totalling \$28,223.05. The Landlord is not seeking the HST portion and thus is seeking \$24,895.00 from the Tenant.
16. Based on the Manager's uncontested evidence and the pictures of the damaged rental unit, I accept this invoice as reasonable and necessary and I will award the full amount of \$24,895.00.

It is ordered that:

1. Pursuant to the Tenant's vacating of the rental unit, the tenancy between the Landlord and the Tenant terminated on April 30, 2025.
2. The Tenant shall pay to the Landlord \$759.00. This amount includes rent arrears owing up to April 30, 2025 and the cost of the application.
3. The Tenant shall also pay to the Landlord \$24,985.00 for the damage claim.
4. The total amount that the Tenant shall pay to the Landlord is \$25,744.00.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 3, 2026 at 4.00% annually on the balance outstanding.

February 19, 2026
Date Issued

Carrie Bertrand
Member, Landlord and Tenant Board

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