



**Order under Section 69/ 89
Residential Tenancies Act, 2006**

Citation: Manji v Grady, 2026 ONLTB 15664

Date: 2026-02-17

File Number: LTB-L-085649-25

In the matter of: 246, 1029 KING ST W
TORONTO ON M6K3M9

Between: Shezana Manji Landlord

And

Jayda Grady Tenant

Shezana Manji (the 'Landlord') also applied for an order to terminate the tenancy and evict Jayda Grady (the 'Tenant') because:

- 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; and
- requiring Jayda Grady (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 December 1, 2025.

The Landlord, the Landlord's agent Jason Vanderheyden, the Tenant and their legal representative Joseph Maziarz attended the hearing.

Determinations:

Preliminary issues

Issue #1 N5 Notice not dated

1. The Tenant raised the issue of the N5 notice being defective as it was not dated by the Landlord.
2. Subsection 43(1) of the Act outlines that:

Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall,

- (a) identify the rental unit for which the notice is given;
- (b) state the date on which the tenancy is to terminate; and
- (c) be signed by the person giving the notice, or the person's agent.

3. While the N5 notice was not dated, all the elements outlined in s. 43(1) of the Act were contained therein. Therefore, the notice meets substantial compliance pursuant s. 212 (1).

Issue #2 N5 Notice based on estimate

4. The second issue noted was that the amount to void was not supported by an invoice of costs incurred or an estimate to support the repairs, that the amount was excessive and did not permit the Tenant to void the notice.
5. As noted at the time of hearing, estimates are a common form supporting repairs as documented in N5 notices, and that over time the actual costs of repairs are amended before or at the time of hearing.
6. Given the extent of damage as caused at the rental unit, this did not invalidate the notice, the matter proceeded to hearing the merits of the application.

L2 Application

7. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.
8. The Tenant was in possession of the rental unit on the date the application was filed.
9. On September 29, 2025, the Landlord gave the Tenant an N5 notice of termination. The basis of the termination is that 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. Specifically, the allegations as outlined are that:
 - On September 3, 2025 the Tenant contacted the landlord about an urgent plumbing issue. That upon inspection by professional plumbers, it was determined that the leak had been present some time before the pipe burst, indicative of gradual damage, not sudden or accidental.
 - The leak caused damage to the floors and cabinets, and was consistent with long-term water exposure.
 - \$7,458.00 is the estimated amount claimed to repair the damages, and to void the N5 notice.

Tenant's Evidence

10. It was undisputed that the Tenant moved into the rental unit on or about March 1, 2021 and is required to have insurance pursuant to the lease terms (DOC-6843254), and that there was a policy gap during the time of the incident of September 3, 2025.

11. The Tenant submitted that:

- She reported the plumbing issue as soon as she noticed signs of water, and cooperated with all inspections and repairs thereafter.
- She had observed humidity being an issue in the rental unit in the summer months, and witnessed expansion of the wood flooring, that this was the reason she may have missed a slow leak as suggested to have been occurring in the plumber's report.
- That no maintenance issues were reported in regard to a possible leak as this was not apparent to her until the pipe finally burst.

Landlord's Evidence

12. The Landlord testified that:

- The Tenant failed to provide proof of tenant insurance despite being obligated under the lease.
- The leak that caused damage developed over time and that the Tenant failed to report any issues/ warning signs that could have prevented the extent of damage caused if reported earlier.
- The plumber's report confirmed the leak was gradual and active for several weeks prior to September 3, 2025.
- That the Tenant while being aware of moisture and signs of moisture visible on the conditions of the floor failed to inform the Landlord.
- That the Tenant is responsible for the repair of undue damage to the rental unit or residential complex caused by the wilful or negligent conduct of the tenant pursuant to s. 34.
- The Landlord was unable to obtain coverage from their own property insurer as the damage was deemed to have arisen as a result of neglect.

13. On September 5, 2025 the plumbing work was completed by GT Mechanical, the invoice in the amount of \$435.05 dated September 8, 2025 (DOC-6843252) outlines the services performed as follows:

- Leak under kitchen sink.
- 1 and 1/2" brass tail piece and dishwasher connection broke off causing leak on floor.

- Supply and install new 1 and 1/2" brass tail piece with new dishwasher drain connection.
 - Reconnect dishwasher drain to new brass pipe.
14. The report as issued by GT Mechanical dated September 9, 2025 (DOC-6843257) after the repair services was already completed outlined the following:
- "When we entered this unit, we found that the brass tail piece under the kitchen sink which allows the dishwasher to drain was completely rusted off. The cabinet base under the kitchen sink was wet and warped which would indicate that this drain pipe had been leaking for a lengthy period of time. Eventually it corroded completely and fell off which was when we were contacted to repair it. The resident asked us to leave the broken part with them which we did."*
15. The Landlord seeks the reimbursement of repair costs and termination of tenancy based on the allegations that the situation arises from the Tenant's negligence to report a leak that was said to have been caused over a period of time, based on the insurance assessment she obtained from her own insurer, plumber/inspector findings and the Tenant's own reported observations of moisture in the rental unit.

Analysis

16. Section 34 of the Act regarding the Tenant's responsibility for repair of damage states:
- 34** The tenant is responsible for the repair of undue damage to the rental unit or residential complex caused by the wilful or negligent conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant.
17. Based on the above, I find that the Landlord has failed to prove that the Tenant wilfully or negligently causing damage to the rental unit on September 3, 2025.
18. Tenant admitted noticing floor "swelling" but assumed it was due to weather, that this was noted to the Landlord sometime after September 3, 2025, during the Landlord's inspection of the rental unit. Based on my knowledge of other cases as before the Board, it would not be unusual that where a water leak was of slow progression, a clear connection to the corroded brass tail piece under the kitchen sink would not be entirely clear. Especially given the location of the piping in question as evidenced in the photos on pages 8-9 of the Tenant's evidence (DOC- 6857645).
19. The leak may be in connection to a possible latent defect in the brass connector, the photos in evidence demonstrate and support the findings as contained in the plumber's report where outlined that the 1 and 1/2 inch brass tail piece and dishwasher connection *"corroded completely and fell off."*
20. There was no expert testimony adduced about life expectancy of such parts, and while the plumbers report suggests a slow leak, it was in an area not accessed by the Tenant ongoing and that could easily be missed. It was submitted that based on prior inspections

by building management and the Landlord, the leak may have commenced sometime between August 1, 2025 and became a full scale problem on September 3, 2025.

21. The Landlord did not conduct monthly inspections of the unit. It is hard to predict if this issue could have been detected sooner, the plumbers report says that the brass band was corroded but this too was perhaps not entirely clear or visible through a visual inspection until the part already fell off and unfortunately damage was sustained.
22. On the basis of the above, the Landlord has not proven that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex by failing to report a water leak to the Landlord. The evidence as before the Board does not support a finding that the damage as resulted was in connection to the Tenant's wilful or negligent actions, therefore the application must be dismissed.
23. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Landlord's application is dismissed.

February 17, 2026
Date Issued

Alicia Johnson
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.