



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: 332573 Ontario Limited v Crothers, 2026 ONLTB 15757

Date: 2026-02-23

File Number: LTB-L-091781-25

In the matter of: 305, 5 WEMBLY DR
ST CATHARINES ON L2P3X1

Between: 332573 Ontario Limited Landlord

And

Daralyn Crothers Tenant

332573 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Daralyn Crothers (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

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

332573 Ontario Limited (the 'Landlord') also applied for an order requiring Daralyn Crothers (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 February 4, 2026.

The Landlord's Legal Representative, Sabrina Marchionne, two Landlord Agents and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the claim for damages and the Tenant shall pay to the Landlord \$1,004.57.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On September 11, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date. The notice of termination contains the following allegations: On August 16, 2025 at approximately 11 p.m., the tenants in 205 noted substantial water coming through their ceiling and notified Luc Caron, Superintendent of the residential building. The Superintendent spoke with the tenant in 205 who described where the water was coming from and that tenant had attended at 305 where he confirmed that the water was coming from an improperly installed air conditioner. The Superintendent and the Property Manager attended at Unit 305 on August 19, 2025 and noted excessive water damage on the window and the drywall below. They believe that the improper installation of the air conditioner caused the damage in unit 205.

Site Superintendent, Luc Caron (LC)

4. The Landlord's Superintendent, Luc Caron, testified that he received a telephone call from the tenant in unit 205, Matthew Barker who advised him that a significant amount of water was coming into his apartment from unit 305. Luc stated that Matthew attended at unit 305 and noted that an air conditioner was installed and that it was leaking water.
5. LC stated that the damage in unit 205 involved a collapsed ceiling and damage to the wall below the ceiling. He attended unit 205 on August 18, 2025 and noted the damage himself. He also attended at unit 305 and noted water marks on the window frame where the air conditioner had been installed. He also noted bubbled drywall below the window where the air conditioner had been installed. He estimated that the air conditioner leaked for approximately a week prior to this incident.
6. LC also provided a picture of the exterior of the apartment which showed discolouring on the brick below unit 305 which LC described as moisture from the improperly installed air conditioner in unit 305.

Property Manager, Kyle McRoberts (KM)

7. KM testified that he has been the Property Manager for the building for 10 years. He learned of the August 16, 2025 incident from Luc Caron and he prepared an Incident Form which was included in the Landlord's Evidence Package, DOC-7240082. This report also included an undated letter from the tenant in unit 205 which set out a timeline of his actions. The tenant in unit 205 noted that the water leaking into his ceiling slowed down when unit 305 removed the air conditioner on the night of August 16, 2025.
8. KM and LC attended at unit 205 to assess the damage on August 19, 2025. He provided pictures of the ceiling which showed dampness in the rafters, pictures of the damaged drywall and an estimate dated August 20, 2025 in the amount of \$818.57 to repair unit 205. These documents were included in the Landlord's Evidence package.
9. KM stated that unit 305's improper installation of an air conditioner caused this damage to occur and the Landlord has requested payment from the Tenant. He confirmed that the Tenant had not made any payments towards this outstanding amount.
10. The Landlord is seeking a payment order.

Tenant, Daralyn Crothers (DC) and daughter, Desiny Plamondon (DP)

11. DC testified that the subject window was damaged when she moved into the rental unit in 2023. She stated that she has had many conversations with a previous property manager regarding the intense leaking occurring at the window frame. She believes that the improperly installed window has caused this damage to unit 205.
12. DC stated that she did have an air conditioner installed in the window and that it had been installed professionally. After speaking with the tenant from unit 205 on August 16, 2025, she did remove the air conditioner.
13. DC stated that the damage was caused by condensation building up in the window and around the frame and that the Landlord knew that there were problems with this window.
14. DC does not agree that she should have to pay for this damage as her actions did not cause the problem.

Analysis

15. Based on the evidence of the Landlord's witnesses, the pictures and the estimate provided by the Landlord, I am satisfied that unit 305's installation of the air conditioner caused the damage to unit 205.
16. The Landlord is seeking a payment order and I will be ordering that the \$818.57 plus the application fee be paid by the Tenant to the Landlord by April 1, 2026.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay the Landlord the amount of \$1,004.57 by April 1, 2026. This amount includes the repair cost of \$818.57 and the application fee of \$186.00.
2. If the Tenant does not pay the Landlord the full amount owing on or before April 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 2, 2026 at 4.00% annually on the balance outstanding.

February 23, 2026
Date Issued

Carrie Bertrand
Member, Landlord and Tenant Board

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