



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

File Number: LTB-L-052608-25

In the matter of: 507, 240 LAKE PROMENADE
ETOBICOKE ON M8W1B2

Between: Lake Promenade Apartments Limited Landlord

And

Jolanta Rapalska Tenant
Dagmara Rapalska

Lake Promenade Apartments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Jolanta Rapalska, and Dagmara Rapalska (hereafter collectively referred to as the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully 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.

This application was heard by videoconference on January 8, 2026.

The Landlord's Agent, Dumitru Matei, the Landlord's Legal Representative, Howard Levenson, the Landlord's Witness, Geoffrey Brooks, the Tenant, Jolanta Rapalska, the Tenant's Legal Representative, Greg Chlopowiec, and the Tenant's Witnesses, Kathy Mesaros and Murray Coleman, attended the hearing.

Determinations:

1. 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Named Respondent

3. The parties agreed to amend the application and remove Barbara Potyrala Ruskiewicz as a named respondent. The style-of-cause was amended accordingly.

Wilful or Negligent Damage

4. On June 17, 2025, the Landlord gave the Tenant an N5 Notice of Termination alleging that the Landlord incurred costs of \$4,164.05 to repair the rental unit and residential complex due to the fire that occurred at the rental unit on November 7, 2024, which originated from the rental unit.
5. The Landlord's Witness, Geoffrey Brooks (hereafter referred to as 'G.B') testified that they reside in the same residential complex as the Tenant, as they have been occupying unit #505 of 240 Lake Promenade for five (5) years. They indicated that they share a balcony with the Tenant, with their respective sides being separated by a privacy screen.
6. G.B stated that they woke up around 5:00am on November 7, 2024, and noticed flames engulfing the privacy screen on the balcony, from the Tenant's side of the balcony.
7. G.B indicated that they proceeded to call emergency services and clear their belongings from their side of the balcony.
8. G.B sated that the emergency services (firefighters) arrived about four (4) minutes later, but that some of their personal belonging stored o the balcony were damaged, along with the privacy screen, and wall.
9. Under cross-examination, G.B agreed that they smoke on their balcony.
10. Under cross-examination, G.B agreed that they operate a barbeque with a propane tank on their balcony.
11. Under cross-examination, G.B agreed that they did not see how the fire was ignited.
12. The Landlord's Agent, Dumitru Matei (hereafter referred to as 'D.A') testified hat they are a site manager, who has been employed by the Landlord since 2010. They were notified of the November 7, 2024, fire on that same day, around 7:00am.
13. D.A indicated that the fire caused damage to the privacy panel, along with damage to the guardrails, walls, and ceiling, as it appears from a copy of the pictures of the shared balcony taken by D.A on November 7, 2024 (DOC-6583753, Exhibit 1, *in bundle*).
14. D.A stated that the damage to the rental unit required the Landlord:
 - To contract DKM Home Improvement to clean the balcony bricks, paint the balcony and paint the ceiling, as it appears from the Invoice #24-12052, dated December 6, 2024, from DKM Home Improvement (DOC-6583744, page 5 of 16; Exhibit 2).
 - To replace the privacy divider between the rental unit and unit #505, as it appears from a copy of the invoice #1621, dated November 26, 2024, from Imperial Welding (DOC-6583744, page 6 of 16; Exhibit 3).
 - To replace the glass on the window of the rental unit, as it appears from a copy of the invoice #25-00228, dated January 9, 2025, from 2720584 Ontario Inc. (DOC-6583744, page 7 of 16; Exhibit 4).

15. D.A indicated that the Landlord was able to obtain a copy of the Emergency Incident Report issued by the Fire Department, as it appears from a copy of the Incident report #F24158403 (DOC-6583780; Exhibit 5). Upon reviewing the report, they are unsure as to the cause of the November 7, 2024, fire.
16. Under cross-examination, D.A agreed that they were not involved in the investigation related to the cause of the fire. They, however, coordinated and scheduled the repairs needed as a result of the November 7, 2024, fire.
17. Under cross-examination, D.A agreed that the cause of the fire was undetermined (Exhibit 5).
18. The Tenant sought for the application to be dismissed as the submit that the Landlord failed to establish that the Tenant willfully or negligently caused undue damage to the rental unit or the residential complex.

Analysis

19. On the basis of the evidence and submissions before me, I am not satisfied – on a balance of probabilities – that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex willfully or negligently caused undue damage to the rental unit or the residential complex¹.
20. Indeed, while it is not in dispute that a fire occurred on November 7, 2024 (Exhibit 5), and that the residential complex and rental unit were damaged as a result of the fire (Exhibits 1, 2, 3, and 4), the cause of the fire, the source of the ignition, the material used to ignite the fire, and the “human factor associated with the ignition” were all undetermined (Exhibit 5).
21. The simple fact that the fire started on the balcony of the rental unit is not synonymous with the Tenant being careless, or intentionally and deliberately causing the fire (or failing to act in a manner that would prevent the fire from igniting).²
22. As the Landlord limited their submissions to general accusatory statements that were not corroborated by any supporting evidence or details as to the cause of the fire, I find that the Landlord failed to meet the burden of proof to establish their claim.
23. Accordingly, the Landlord’s application is dismissed.

It is ordered that:

1. The Landlord’s application is dismissed.

March 5, 2026
Date Issued

Alexandre Traboulsi
Member, Landlord and Tenant Board

¹ Subsection 62(1) of the *Residential Tenancies Act, 2006*.

² *Nepean Housing Corp v. Kyababenin* [2006] O.J. No. 269.

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