



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Yang v Habitat Enterprise Inc., 2026 ONLTB 15283

Date: 2026-03-10

File Number: LTB-L-096533-25

In the matter of: 1105, 8 TELEGRAM MEWS
TORONTO ON M5V3Z5

Between: Jiao Yang Landlord

And

Liwinco Habitat Enterprise Inc. Tenant

Jiao Yang (the 'Landlord') applied for an order to terminate the tenancy and evict Liwinco Habitat Enterprise Inc. (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant and 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.

The Landlord also applied for an order requiring 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 12, 2026.

The Landlord, the Landlord's legal representative, Xiangyu Luo, and the Tenant's representative, Merve Ozdemir, attended the hearing.

Determinations:

Preliminary Issues

Application is amended

1. The Landlord requested that the amount claimed in the application for damages be reduced from \$15,000.00 to \$10,565.50. The Tenant's representative did not oppose the amendment

request. As such, I exercised my discretion to amend the amount claimed for damages in the application from \$15,000.00 to \$10,565.50

Service of the N5 notice

2. The Tenant's representative submitted the N5 notice of termination was not served on the Tenant because it was sent to the wrong email address, stating that page 2 of the agreement to lease dated September 24, 2024 [Doc 7299787, page 4] indicates that all notices for the Tenant should be sent to kousha.mojiri@yahoo.ca. The certificate of service of the N5 notice indicates that the notice was emailed to the tenant at olivia@liwinco.com.
3. The Landlord's representative produced a copy of the tenancy agreement signed on September 25, 2024 [Doc 7359464], page two of which confirms that the Tenant agreed to receive notices and documents by email at two email addresses, one being olivia@liwinco.com.
4. I was satisfied that the N5 notice was properly served on the Tenant in accordance with the tenancy agreement.

Is the Application premature?

5. The Tenant's representative stated that the application is unnecessary because the Landlord is aware that the Tenant submitted a claim to its liability insurer and has yet to receive a response.
6. A Landlord has the lawful right to file an application seeking compensation for wilful or negligent damage. There is no evidence before me that the Tenant's actions in filing a claim with their liability insurer negates that right.

Does the LTB have jurisdiction?

7. The Tenant's representative argued that the LTB does not have jurisdiction over the parties' relationship because it is a corporate arrangement and the Tenant is a corporation.
8. The parties do not dispute that:
 - The rental unit is a condominium
 - The parties signed a document titled "Agreement to Lease Residential". In the agreement, the Tenant appears as "Liwinco Habitat Enterprise inc".
 - The parties signed a document titled "Residential Tenancy Agreement (Standard Form of Lease)". In the agreement the Tenant appears as "Liwinco Habitat Enterprise inc".
9. Based on the evidence before me, I was satisfied that the relationship between the parties was fundamentally about a residential tenancy and that the LTB has jurisdiction to hear applications that relate to residential tenancies.

The application

10. As explained below, the Landlord has proven on a balance of probabilities some of the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, tenancy between the Landlord and the Tenant is terminated. The Tenant must pay the Landlord \$10,751.50.
11. The Tenant was in possession of the rental unit on the date the application was filed.

Substantial interference

12. On October 23, 2025, the Landlord gave the Tenant an N5 notice of termination alleging that:
 - a flood occurred in the unit on October 3, 2025 from a blocked toilet caused by the occupant flushing improper items (i.e. cosmetic pads, cotton swabs, large amount of hair) down the toilet.
 - The unit had been converted from two-bedrooms to four bedrooms without approval and contrary to building regulations.
 - It would cost \$15,000.00 to repair the damage.

Flood

13. The Landlord testified that she attended the unit on October 3, 2025 two hours after being advised by property management about a flood in the unit from a blocked toilet. She arranged for a plumber to attend the unit on October 7, 2025. The plumber removed the blocked toilet and discovered hair, cue tips and cosmetic pads had caused the blockage. After removing the blockage, the plumber changed the toilet wax seal to a rubber seal for better protection, tightened the nuts for the toilet and sealed the toilet based with waterproof silicone. Prior to the flood, the Tenant had never informed her of any issues regarding the toilets in the unit.
14. On October 31, 2025, the Landlord received an invoice from the condominium corporation in the amount of \$10,113.50. This was the amount the condominium corporation incurred to repair damage to adjacent units (i.e. unit 1005 and 905] which was caused by the flood originating in the rental unit. That amount was charged back to the Landlord and has not yet been paid by the Landlord.
15. The Tenant's representative submitted that neither the Tenant nor an occupant of the unit caused the toilet to overflow and suggested that the Landlord's plumbing report and invoice were fraudulent based on the fact that the Tenant's representative could not find the plumber's name or license on the skilled trades website or business registry.

Unauthorized conversion

16. On October 6, 2025, the Landlord received a letter from the condominium corporation instructing her to remove an extra bedroom that had been illegally added to the unit. The Landlord stated that the Tenant had converted the living room into an extra bedroom by

installing a bookshelf unit, framing it with drywall and adding a door. The Landlord received a text message from the Tenant on October 6, 2025 denying that any renovation work had been carried out in the unit and that the Landlord was aware that the Tenant had created a partition using only furniture. The Landlord denied that she was aware of the alteration.

17. On cross-examination the Landlord admitted that after receiving the first letter dated January 10, 2025 from property management about the illegal addition of a third bedroom (as referenced in the October 6, 2025 letter), she did not inspect the unit to view the partition. While she also admitted that she did not inspect the unit after the N5 notice was served to see if the partition was removed, she knows it was not removed because she received an email from property management on February 3, 2026 asking her to make sure the Tenant removed the extra room.
18. The Landlord produced the following:
 - Condominium incident report dated October 3, 2025 [Doc 7299787, page 17] confirming that the occupant of the unit advised that a toilet in the unit had overflowed and that he had informed his landlord about the issue. The occupant was advised not to use the toilet until the issue was resolved.
 - Plumbing repair report from Golden Luban Plumbing Inc. dated October 7, 2025 [Doc 7299787, pages 19-23], including photographs, confirming that:
 - Loose toilet flange bolts cause the toilet movement. The movement of the toilet broke the seal created by the wax ring between the toilet and the drainpipe, allowing water to leak downstairs
 - The clogged toilet made the leak worse.
 - Toilet wax seal is in good condition.
 - The toilet is clogged with cotton swabs and hair.
 - Invoice from Golden Luban Renovation Inc. dated October 7, 2025 [Doc 7299787, page 24] in the amount of \$452.00.
 - E-transfer confirmation of payment of plumbing invoice in the amount of \$452.00 [Doc 7299787, page 25].
 - Invoice dated October 31, 2025 from Ionic Maintenance Group Inc. to the condominium corporation [Doc 7299787, page 54], charged back to the Landlord, in the amount of \$10,113.50.
 - Letter dated October 6, 2025 from the condominium corporation regarding illegal addition of extra bedroom [Doc 7299787, page 29].
 - Text message exchange between Landlord and Tenant on October 6, 2025 [Doc 7299787, page 31-32].

Analysis

19. Section 64 of the *Residential Tenancies Act, 2006* (the “Act”) states the following:

A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

20. Based on the evidence before me, I am satisfied that the Landlord proved, on the balance of probabilities, that 1) the improper use of a toilet in the unit caused a flood and 2) the Tenant or its occupants erected a partition in the unit to create a third bedroom. Neither the Tenant nor an occupant of the unit attended the hearing to refute the Landlord’s evidence.
21. I find that this conduct has substantially interfered with the Landlords’ and the other tenants’ reasonable enjoyment of the residential complex.

Did the Tenant void the N5 notice?

22. The N5 notice provides that a Tenant has seven days after receiving the N5 notice (i.e. the ‘voiding period’) to stop the conduct or activity, repair damage or pay the Landlord the reasonable cost of repairing damage. In this case, the Tenant was served with the N5 notice on October 23, 2025, meaning that the voiding period ran from October 24 to 30, 2025.
23. With respect to the illegal addition of a third bedroom, the evidence suggests that the third bedroom has not been removed. Although the Landlord claimed that the Tenant had installed a bookshelf across the living room entrance, then framed it with drywall and installed a door, the Landlord did not produce any photographs of the partition. While the Tenant denies that any renovation work was carried out in the unit, the Tenant’s email of October 6, 2025 admits that they created a partition using their own furniture. In my view, the email from property management dated February 3, 2026 confirms that the partition has not been removed.
24. As such, I am satisfied that the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act) by removing the partition and a third bedroom in the unit
25. With respect to payment to repair the damage, the Tenant’s representative confirmed that the Tenant has not paid the Landlord any amount for the cost of the repairs because they have not yet received a response to the claim they submitted to their liability insurer regarding the flood.
26. As such, I am satisfied that the Tenant did not pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).

Wilful or negligent damage

27. Based on the evidence before me, I am satisfied 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. I am not persuaded by the submission of the Tenant's representative that there is no causal relationship between the use of the toilet by the occupants of the unit and the flood.
28. The condominium corporation's incident report dated October 3, 2025 confirms that the occupant of the unit told them that the toilet overflowed. The plumbing report dated October 7, 2025 confirmed that the toilet was clogged with cotton swabs and hair, both of which should not have been flushed down the toilet. While the report indicates that loose toilet flange bolts likely contributed to water leaking to a downstairs unit, there is no evidence before me that the Tenant ever reported a maintenance issue about the toilet to the Landlord prior to the toilet overflowing on October 3, 2025. In my view, had they done so, it is possible extent of the damage may have been reduced. Neither the Tenant nor the occupant attended the hearing to provide evidence as to their use or the state of the toilet.

Compensation for damage

29. I am not persuaded by the suggestion of the Tenant's representative that the plumbing report and invoice were fraudulent. The Tenant's representative did not summons the plumber to question them about the veracity of the report nor anyone from the condominium corporation or property management to question them about the scope of work or cost of repairs to neighbouring units as a result of the flood. There was nothing in the evidence that led me to doubt the truthfulness of the Landlord's testimony.
30. I am satisfied that the invoices from the Landlord's plumber and the condominium corporation confirm that the Landlord incurred reasonable costs of \$10,565.50 to repair the damage.

Daily Compensation and rent deposit

31. The Tenant was required to pay the Landlord \$9,172.80 in daily compensation for use and occupation of the rental unit for the period from November 15, 2025 to February 12, 2026.
32. Based on the monthly rent, the daily compensation is \$101.92. This amount is calculated as follows: \$3,100.00 x 12, divided by 365 days.
33. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
34. The Landlord collected a rent deposit of \$3,100.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$101.58 is owing to the Tenant for the period from October 1, 2024 to February 12, 2026.
35. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

36. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. While it is undisputed that the Tenant has filed a claim for the damages with their liability insurer, no decision has been made with respect to that claim. Therefore, any expected approval of the claim is speculative at this point in time. The Tenant did not attend the hearing to provide evidence of their circumstances..

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 21, 2026.
2. If the unit is not vacated on or before March 21, 2026, then starting March 22, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 22, 2026.
4. The Tenant shall pay to the Landlord \$9,172.80, less any amount paid for rent on or after November 15, 2025, which represents compensation for the use of the unit from November 15, 2025 to February 12, 2026.
5. The Tenant shall also pay the Landlord compensation of \$101.92 per day for the use of the unit starting February 13, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$10,565.50, which represents the reasonable costs of repairing the damage.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$3,201.58 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
9. If the Tenant does not pay the Landlord the full amount owing on or before March 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 22, 2026 at 4.00% annually on the balance outstanding.

March 10, 2026**Date Issued**_____
Karen Gonçalves

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on September 22, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.