



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

File Number: LTB-L-099887-25

In the matter of: 104, 264 ST. GEORGE ST
TORONTO ON M5R2P5

Between: JCD Inc. Landlord

And

Thomas Healey Tenant

JCD Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Thomas Healey (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

This application was heard by videoconference on March 2, 2026.

Only the Landlord's Agent, Halina Walkiewicz, attended the hearing. Mavash Solati (neighbouring tenant) and Simon Singh (neighbouring tenant) testified on behalf of the Landlord at the hearing.

As of 12:32 p.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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 19, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served that same day. The notice of termination alleges that on November 18, 2025, the Tenant caused the toilet in his unit to overflow and flood sewage into the unit below and the unit adjacent to his rental unit. The Tenant also caused his unit's toilet to flood on two

previous occasions in September & October 2025. The Landlord estimated \$2,000.00 in damage resulted to several units as a result of the November 18, 2025 incident.

4. The Landlord's Agent confirmed that the Tenant did not repair the damage, 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 Act.
5. Mavash Solati ('MS'), the neighbour from the adjacent unit, testified that her unit shares a wall with the Tenant's unit; the Tenant's bathroom is on one side, and the walk-in closet in her bedroom is on the other. MS awoke around 11:45 p.m. on November 18, 2025 to loud noises of banging and talking from the Tenant's unit to find the floor of her walk-in closet flooded with brown foul-smelling water coming from the shared wall. MS called a Landlord Agent right away who helped dry the affected area. MS, however, had to get on her hands and knees to disinfect and clean the carpet, because the smell of feces and urine was so strong, it had to be dealt with immediately. MS further testified that similar flooding into her unit had occurred from the shared wall in September 2025 and around October 3, 2025.
6. Simon Singh ('SS'), the neighbour from the unit directly below the Tenant's unit, testified that he woke up around 11:45 p.m. on November 18, 2025 to find a significant amount of water leaking from his bathroom ceiling fan causing a flood in his bathroom. SS immediately called a Landlord Agent for assistance who then shut off the water. The ceiling of SS's unit, stretching from the bathroom into the living room, was considerably damaged. SS demonstrated the damage at the hearing by turning on his video camera and showing the noticeably large dark-yellow staining and damage to the unit ceiling, as well as damage to the bathroom and adjacent closet. SS also provided a video he recorded on November 18, 2025 showing a substantial amount of water leaking from his bathroom ceiling and pooling on the floor.
7. When asked how the damage can be attributed to the Tenant specifically and not the plumbing in the unit, the Landlord's Agent stated that a large amount of toilet paper was found to have clogged the toilet. The Tenant used the toilet and excess toilet paper and then proceeded to flush the toilet repeatedly. Even though the toilet was clearly clogged, the Tenant would not call a Landlord Agent to assist or try to use a plunger himself, but rather he would keep flushing which resulted in flooding.
8. The Landlord Agent also submitted an invoice paid by the Landlord dated February 22, 2026 for \$2,420.50 for clean up and repair services to the damaged units.
9. Having considered the uncontested evidence and submissions before me, I am satisfied on the balance of probabilities that 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 Tenant's actions of persistent flushing when the toilet was clogged resulted in damages to neighbouring units that was far beyond normal wear and tear. There is also no record of the Tenant attempting to ask a Landlord Agent for assistance when the issue first arose or trying to remedy the situation himself. In the absence of an alternative explanation, I am prepared to draw the inference that the Tenant

or someone they permitted in the unit more than likely willfully or negligently caused this damage.

10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction:

11. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
12. MS testified that the constant flooding of sewage coming from the Tenant's unit into hers causes her persistent stress. She is constantly worried it will happen again, and she will have to endure the horrible smell and damage to her property.
13. SS similarly testified of his frustration in having to throw away bags of clothing damaged by the flood from the Tenant's unit into his.
14. The Landlord's Agent, however, stated that the Landlord seeks eviction as a last resort and would be amenable to a conditional order.
15. Having considered the uncontested evidence and submissions before me, particularly the Landlord's request and the spirit of the Act, I find a conditional order is appropriate in the circumstances to ensure the Landlord has a method of relief while conditionally preserving the tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$2,000.00, which represents the reasonable costs to repair the damaged property stated on the N5 notice on or before March 23, 2026.
3. The Tenant, any occupant of the unit, or anyone the Tenant permits in the residential complex shall not cause any undue damage to the premises, particularly the toilet and bathroom, for the period of one year commencing March 12, 2026 to March 11, 2027.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2-3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing for the cost of filing the application on or before March 23, 2026, the Tenant will start to owe interest. This will be

simple interest calculated from March 24, 2026 at 4.00% annually on the balance outstanding.

March 12, 2026

Date Issued

Fotoula Hatzantonis

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.