



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Hardit Corporation c/o Realstar Management Partnership v Tofman, 2026 ONLTB 17674

Date: 2026-03-09

File Number: LTB-L-086452-23

In the matter of: 1001, 12 ROCKFORD RD
TORONTO ON M2R3A2

Between: Hardit Corporation c/o Realstar Management Partnership Landlord

And

Pinchas Tofman Tenant

Hardit Corporation c/o Realstar Management Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Pinchas Tofman (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;
- 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; (N5 Notice of Termination)
- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex; (N6 Notice of Termination)
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex. (N7 Notice of Termination)

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

Hardit Corporation c/o Realstar Management Partnership (the 'Landlord') applied for an order requiring Pinchas Tofman (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 in person in Toronto on February 19, 2026.

The Landlord's Representative, M. Zarnett, the Tenant and the Tenant's Representative, Kyle Warwick attended the hearing. Jason Braganza (JB), District Manager for the Landlord, attended as witness for the Landlord.

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 damage. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N6 and N7 Notices of Termination:

3. The Landlord indicated they would not be relying on either the N6 or N7 Notice of termination. As such, the grounds that gave rise to the application related to the N6 and N7 Notices were not considered.

N5 Notice of Termination/ Damage under section 89:

4. On October 6, 2023, the Landlord gave the Tenant an N5 notice of termination terminating the tenancy on November 7, 2023. Among other allegations the Landlord is relying on the portion of the N5 notice of termination that relates to the following allegations that was not voided:

The Tenant has wilfully or negligently caused undue damage to the kitchen countertop and to void the N5 Notice the Landlord required the Tenant to \$2,556.55. The details on the N5 Notice states:

The Landlord's contractor, New Creations, charged the Landlord \$847.50 (HST included) to repair the damage to the kitchen countertop in the Tenant's rental unit. The Landlord's contractor, New Creations, also charged the Landlord \$209.05 (HST included) for the kitchen countertop inspection on August 15, 2023. Please see attached invoices from New Creations. The Landlord estimates that it will cost \$1,500.00 to replace the kitchen countertop due to the Tenant, Tenant's guest or occupant wilfully or negligently damaging kitchen countertop in the Tenant's rental unit subsequent to the repairs undertaken on July 19, 2023. The Landlord claims from the Tenant the amount of \$2,556.55 (HST included).

5. The Tenant did not repair the kitchen countertop, pay the Landlord the costs to repair the countertop or make arrangements to do the work satisfactory to the Landlord within seven days after receiving the N5 notice of termination. I find there was no reasonable cause to have issued an N5 Notice to terminate the tenancy on that basis.
6. The Landlord has not proven that the Tenant negligently or wilfully caused undue damage to the kitchen countertop because the Tenant had a towel under the dishrack which allegedly caused the laminate to buckle.
7. The photograph the Landlord provided shows a dry dish towel that was not wet and their evidence is speculative. The problem area was at the base and joint of the corner seam of

the countertop not at the joint seam near or under the towel and dishrack, therefore the cause of the damage was not, on a balance of probabilities, a result of a saturated dish towel under the rack. The problem area is also at the opposite end of the seam away from the dishrack. On a balance of probabilities, the damage was likely because of the material properties of the countertop and the construction of the countertop, specifically at the joint seam, is situated very close to the kitchen sink. The buckled laminate was only 2 inches from the kitchen sink as corroborated by JB's testimony and the photograph presented. The proximity to the sink creates wear conditions in a high moisture zone by design which are reasonably expected with normal wear and tear. Furthermore, the material under the laminate is particleboard which is known to be very porous and is susceptible to water intrusion/damage, especially at the seams when exposed to even small amounts of moisture.

8. One photograph of alleged damage, depicting the problem area of the countertop taken on the day of inspection, couldn't easily be seen. JB also testified the buckling of the laminate was hardly visible in the photograph, and this suggests there was minor lifting in the laminate. The laminate countertop was installed in 2018, and the photograph did not show laminate piece removed or chip away. The Landlord did not replace the countertop but elected to repair the countertop by reglazing the affected area. The photographs taken on the day the countertop was repaired was taken as the work was completed because it shows a circular pencil mark around the grinded area on the laminate countertop. I reasonably viewed this as part of the repair process rather than damage caused by the Tenant because grinding of a glazed laminate countertop surface is a necessary step in repair before it can be reglazed.
9. The Landlord presented a photograph of the laminate countertop that was reglazed after the repair was completed and another photograph after the Tenant reported damage to the countertop a second time. I still don't find the Tenant negligently cause undue damage to the countertop after it was repaired. It is the Landlord's responsibility to clean up after work/repairs are completed. The Tenant testified the contractor blocked the kitchen entryway with plastic because of the grinding to avoid particles from spreading throughout the unit. The Tenant was left to clean up the excessive dust after the work was completed. JB was not present when the repairs or instructions were given to the Tenant. Therefore, the best evidence before me is from the Tenant who testified, he followed the contractor's oral instructions and avoided cleaning the reglazed countertop for 24 hours to allow it time to dry and cure. It was reasonable for the Tenant to believe the glaze was fully cured after 24 hours based on the information given to him by the contractor. It was also reasonable for the Tenant to do light cleaning given the excess dust in his kitchen that settled on the countertop before he used his kitchen to prepare meals. The scratch that occurred was caused by light cleaning. The Tenant was relying on the contractor's instructions and 24 hours was clearly not enough time for the area to properly cure. The Tenant exercised a reasonable level of care cleaning the area in the manner and timeframe as instructed. The Tenant would not reasonably foresee that the product the contractor used required longer curing than advised. The Tenant also couldn't have reasonably anticipate that the light cleaning would scratch the glaze with the light sponge on the countertop.
10. For these reasons, the Landlord's application for eviction and damage claim under section 89 of the Act is denied.

It is ordered that:

1. The application is dismissed.

March 9, 2026

Date Issued

Sandra Macchione

Vice Chair, 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.