



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: MetCap Living Management Inc. v Lamond, 2026 ONLTB 20278

Date: 2026-03-10

File Number: LTB-L-100094-25

In the matter of: 101, 1562 TROSSACKS AVE
LONDON ON N5X2P2

Between: MetCap Living Management Inc. Landlord

And

Roxanne Lamond Tenant

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Roxanne Lamond (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

MetCap Living Management Inc. (the 'Landlord') also applied for an order requiring Roxanne Lamond (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 March 2, 2026.

The Landlord's Agent, David Carter, the Landlord's Legal Representative, Krizia Hernandez, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. 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 7, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served November 12, 2025 by mail. The notice of termination alleges that on August 1, 2025, the Tenant's guest left the water running in the unit to the point the sink became blocked, causing flooding and damage to the premises and resulting in the vanity, sink, drain and faucet needing to be replaced. The total estimate to replace the damaged property was \$1,525.50.
4. The Tenant confirmed at the hearing that she 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 *Residential Tenancies Act, 2006* (Act).
5. The Tenant also confirmed that her two adult children (a son and a daughter) live in the unit, while she herself splits her time between living with them and living with her boyfriend at his apartment.
6. The parties do not dispute that the Tenant's guest, who was the boyfriend of the Tenant's daughter, left the water running in the unit bathroom causing the damage. The Landlord's Legal Representative submitted pictures of the damaged vanity as evidence. The pictures show water damage to the countertop and cabinets beneath, as well as residue up to the edges of the sink, illustrating the water level from the clog in the plumbing and resultant flood. A copy of the invoice to remove and replace the damaged items totaling \$1,525.50 dated July 23, 2025, and a copy of the chargeback to the Tenant dated August 1, 2025 were submitted as evidence.
7. The Tenant also did not dispute that no maintenance requests were made regarding the clog in the bathroom sink. However, the Tenant explained that the flood was an accident. Her daughter had a mental health emergency that morning in the rental unit that required her boyfriend to take her to the hospital. When her boyfriend returned to the unit to get ready for work, he absentmindedly left the bathroom faucet running when he left. The Tenant's daughter then called a Landlord Agent upon her discharge from the hospital to inform them about the flooding in the bathroom.
8. Having considered the 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 damage done to the bathroom vanity was far beyond normal wear and tear, and the parties do not dispute that it was caused by the negligent action of the Tenant's guest.

Compensation for Damages:

9. Section 89 of the Act allows a landlord to apply to the Board for an order requiring a tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of, or where repairing is not reasonable, the replacement of damaged property, if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex willfully or negligently causes undue damage to the rental unit or the residential

complex and the tenant is in possession of the rental unit. The Landlord must show that the damage is “undue”, meaning it is beyond normal wear and tear, and considered to be excessive or unnecessary.

10. I am satisfied on the balance of probabilities that the damage caused to the bathroom vanity (countertop and cabinet) and drain were beyond normal wear and tear. The Tenant did not dispute that no maintenance request was made regarding the clog in the drain that resulted in the sink overflowing when negligently left running by someone the Tenant permitted into the rental unit. However, I am not satisfied that the Landlord proved the flood resulted in damage to the sink and faucet. The photographs submitted did not show damage to the sink itself that could not be remedied by simply cleaning it, nor was a satisfactory explanation provided to show how leaving the water running would result in damage to the faucet and sink.
11. The Landlord seeks \$1,525.50 in costs to replace the damaged property and submitted a copy of the invoice showing the work done. The invoice includes the cost to remove the old vanity, install a new vanity and plumbing as well as a new faucet, and the cost of plaster repairs to the wall after removal of the old vanity. However, the Tenant raised the issue that the vanity itself was over 15 years old before it was damaged, and the Landlord would be unjustly enriched by her having to pay for a new vanity, sink and faucet.
12. Given that the Landlord's invoice does not provide a breakdown between materials and labour, I find the reasonable cost to repair and replace the damaged property to be 50% of the \$1,525.50 total claimed, inclusive of labour. I say this because the Landlord did not provide sufficient evidence of undue damage to the faucet and sink, as well as taking into consideration the depreciation of the sink over at least 15 years. The Landlord is therefore entitled to \$762.75.
13. The Landlord incurred costs of \$186.00 for filing the application and is also entitled to reimbursement of those costs.

Relief from Eviction:

14. 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.
15. The Landlord's Legal Representative stated that the Landlord is amenable to a conditional order to try and preserve the tenancy.
16. The Tenant reiterated the necessity of remaining in the unit given her daughter's ongoing mental health issues. The Tenant also provided details regarding her financial situation and the difficulty she would have in trying to secure another unit.
17. Though the parties have issues between them regarding the maintenance of the unit, there was no evidence of any further instances of flooding or other such damage to the unit since the application was filed.

18. Therefore, having considered the evidence and submissions before me 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, 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 bathroom vanity and plumbing, for the period of one year commencing March 11, 2026 to March 10, 2027.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 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.
4. The Tenant shall pay to the Landlord \$762.75, which represents the reasonable costs of repairing the damage and replacing the damaged property.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is **\$948.75**.
7. 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

Fotoula Hatzantonis
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.