



**Order under Section 87 / 88.2 / 89 / 88.1
Residential Tenancies Act, 2006**

Citation: Elhoussini v Knaap, 2026 ONLTB 23814

Date: 2026-03-24

File Number: LTB-L-074583-24

In the matter of: 1, 1268 LAURIER RUE
ROCKLAND ON K4K1C4

Between: Shokri Elhoussini Landlord

And

Melanie Knaap Former Tenants
Daniel Milligan

Shokri Elhoussini (the 'Landlord') applied for an order requiring Melanie Knaap and Daniel Milligan (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

The Landlord also applied for an order requiring the Former Tenants to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants' conduct or that of another occupant of the rental unit or someone the Former Tenants permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

The Landlord also applied for an order requiring the Former Tenants to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also applied for an order requiring the Former Tenants to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on January 21, 2026.

The Landlord and the Tenant, M. Knaap, attended the hearing.

Determinations:

1. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay the Landlord \$5,575.08, on or before April 4, 2026.
2. The Former Tenants vacated the rental unit on September 1, 2024.
3. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Rent and daily compensation owing

4. At the hearing, the Landlord withdrew their claim for rent arrears and daily compensation. The Tenant was not opposed. Pursuant to section 200(1) of the *Residential Tenancies Act, 2006*, the ("Act"), I consented to the request. Accordingly, rental arrears and daily compensation was not considered in my determination.
5. On consent of the parties, the application is amended to reflect that the Landlord does not hold a last month's rent deposit, and the amount is adjusted from \$1,300.00 to \$0.00.

Compensation for damage

6. The Landlord claims damages in the amount of \$5,014.31 for damages caused to the laminate flooring, two closet doors, two refrigerator drawers and for garbage left behind by the Former Tenants.

Flooring

7. The Landlord testified that prior to the Covid-19 pandemic, he conducted regular inspections of the rental unit. He stated that inspections ceased during the pandemic. The Landlord further testified that when the Former Tenants advised they intended to vacate the unit, he conducted a unit inspection; however, he was unable to recall the date of inspection.
8. The Landlord testified that he observed damage to the kitchen sink drain, specifically that the pipe was broken. He stated that the Former Tenants had used a table knife to hold the pipe and drain together. The Landlord testified that the broken pipe caused a leak which resulted in damage to the flooring and was not reported by the Former Tenants. A photograph of the kitchen sink pipe and drain being held together with a table knife was submitted into evidence.
9. The Landlord testified that the leak caused damage to the laminate flooring, including warping and deformation due to water exposure. As a result, he stated that the flooring required replacement. A photograph of a portion of the kitchen flooring was submitted into evidence.
10. The Landlord testified that all flooring in the rental unit was affected and required replacement. He stated that he incurred a cost of \$4,210.32 to replace the flooring. A copy of the flooring material receipt dated September 26, 2024, totaling \$1,588.72, was

submitted into evidence, along with an invoice for installation dated October 4, 2024, totaling \$2,621.60.

11. The Former Tenant, Melanie Knaap (MK), disputes causing any damage to the flooring. MK testified that there was a leak from the kitchen sink on or about June 11, 2024, and that she verbally reported the issue to the Landlord on the same date. MK testified that although the pipe was leaking, it was not significant enough to cause damage to the flooring. The Landlord denied receiving notice of the leak.
12. MK further testified that the flooring may have been damaged by a dishwasher leak that occurred in September 2019, which she alleges was improperly installed. She stated that the dishwasher leaked for approximately two days and that the issue was not immediately repaired. MK testified that following this incident, the dishwasher was no longer used. MK submits that the damage to the flooring is attributable to the Landlord's failure to properly install and/or repair the dishwasher. She further testified that water may have seeped into the flooring during this incident, although she did not observe or feel water beneath the flooring. MK acknowledged that this event occurred several years ago and that her recollection of the details is limited.
13. MK also testified that the installation of the laminate flooring may have contributed to the damage, noting that it is a floating floor. In cross-examination, MK testified that her partner works in construction and that his boss advised them of this possibility; however, she acknowledged that she does not have direct expertise in flooring installation.
14. The Landlord testified that it would be unlikely for a dishwasher leak to result in damage to the flooring. He stated that the dishwasher was installed on subflooring with planks, such that any water would drain into the crawl space rather than remain on the surface of the rental unit flooring. With respect to MK's allegation regarding improper installation, the Landlord testified that the flooring was professionally installed and that there was no evidence to support the claim that was improperly installed.
15. MK also testified that the damage may have been caused by a derecho storm that occurred in Ottawa in May 2022. She stated that the storm damaged the roof, resulting in a leak and mold. MK testified that she reported this issue to the Landlord on May 23, 2022, and that the roof was not repaired. MK submits that the alleged roof leak may have contributed to the flooring damage.
16. The Landlord testified that it would be unlikely for a roof leak to have affected the rental unit. He stated that the residential complex is a duplex with another unit located above the rental unit, such that the unit would not be directly exposed to roof leaks. The Landlord further testified that the upper unit had not experienced any leaks, and therefore it is unlikely that the rental unit was affected by a roof leak.
17. In cross-examination, the Landlord acknowledged that a portion of unit 1, the smaller bedroom and shed, is not covered by the upper unit and is instead directly below the roof. However, the Landlord testified that if a roof leak had occurred in that area, it would have been apparent, particularly given the age of the home. He further testified that the Former Tenants did not report any such leak during the tenancy.

18. The Landlord bears the burden of proving, on a balance of probabilities, that the Former Tenants wilfully or negligently caused undue damage to the rental unit.
19. Based on the evidence before me, on a balance of probabilities, I find that the damage to the flooring was more likely than not caused by the broken kitchen sink pipe. I accept the Landlord's evidence that the pipe was broken and that a table knife was used to hold the pipe and drain together. The photograph submitted into evidence supports this testimony. I find that this makeshift repair was inadequate and created a foreseeable risk of ongoing leakage.
20. I do not accept MK's evidence that the leak was insignificant or incapable of causing damage. Even slow or intermittent leaking, over time, can result in water penetration and damage to laminate flooring. I find it more likely than not that the leak persisted and caused warping and deformation observed in the flooring.
21. With respect to notice, I find that the Former Tenants failed to promptly report the issue to the Landlord. While MK testified that she verbally advised the Landlord of the leak, I do not find this evidence reliable. The Landlord denied receiving such notice, and there is no corroborating evidence that the issue was reported. Given the nature of the makeshift repair using a table knife, I find it more likely than not that the Former Tenants were aware of the issue and failed to take reasonable steps to properly address or report it.
22. I have considered the alternative explanations provided by MK and do not find them persuasive.
23. With respects to the alleged dishwasher leak in 2019, I find that this incident occurred several years prior to the damage at issue. MK acknowledged limited recollection of the event and did not observe any water beneath the flooring. I find it unlikely that a short-term leak from several years earlier would result in the damage observed in 2024.
24. With respect to the allegation of improper flooring installation, I place little weight on this evidence. MK acknowledged that she does not have expertise in flooring installation, and her evidence was based on information provided by her partner's boss. I accept the Landlord's evidence that the flooring was professionally installed.
25. With respect to the alleged roof leak following the May 2022 storm, I find this explanation to be speculative. Although there is a portion of the unit that is directly exposed to the roof, I accept the Landlord's evidence that the Former Tenants did not report any roof leaks. This evidence was not contradicted by objective evidence. Additionally, MK did not provide any documentary evidence, such as written communication, to support the allegation of a roof leak.
26. In weighing all of the evidence, I find that the most probable cause of the damage was the ongoing leak from the broken sink pipe. I further find that the Former Tenants failed to take reasonable steps to prevent the damage, including properly repairing the issue or promptly notifying the Landlord.
27. Accordingly, I find that the Former Tenants negligently caused undue damage to the rental unit within the meaning of the Act.

28. MK submits that the costs claimed by the Landlord are unreasonable and suggests that the installation invoice in the amount of \$2,621.60 may be fabricated. MK relied on a google search of "Abboud Company", which indicated that the business is permanently closed, and submits that it would therefore be unlikely for that company to have issued the invoice.
29. The Landlord testified that the installation invoice is from Abboud Flooring, not Abboud Company. He further testified that Abboud Flooring was recommended to him by Dragona, a flooring provider, and that he retained the company without conducting independent online research.
30. The google search provided by MK refers to Abboud Company located at 2415 Holly Lane, Ottawa, ON. The invoice submitted by the Landlord relates to Abboud Flooring, located at 727 Guardian Grove, Gloucester, ON. On a balance of probabilities, I find that these are different entities and that the evidence provided by MK does not establish that the Landlord's invoice is fabricated or unreliable.
31. Based on the evidence before me, I find that the Landlord incurred reasonable costs of \$4,210.32 to replace the flooring, which could not be repaired. The Landlord provided receipts and an installation invoice in support of these costs, and I am satisfied that the work performed and the associated costs were reasonable in the circumstances.

Closet doors

32. The Landlord testified that two closet doors (a sliding door and a bifold door), were missing from the rental unit after the Former Tenants vacated. The Landlord submitted invoices dated October 1, 2024, showing costs of \$249.73 to replace the sliding door and \$233.40 to replace the bifold door. The Landlord testified that he installed the replacement doors himself and seeks \$300.00 for labour.
33. MK testified that the bifold door repeatedly fell off its track, and as a result, it was removed and stored within the unit near the kitchen area. MK testified that the sliding door was dented due to the shelving installation in the closet. MK further testified that they did not advise the Landlord of issues with the doors or that the bifold door had been removed. MK submits that she was unaware that the doors were damaged and that they addressed issues with them as they arose.
34. Based on the evidence before me, on a balance of probabilities, I find that the closet doors were missing at the end of the tenancy. I accept the Landlord's evidence that the doors required replacement, supported by the invoices submitted. While MK testified that the bifold door was removed and stored within the unit, there is no evidence that it was reinstalled prior to vacating. I find that removing and failing to reinstall a fixture, or allowing damage such as denting to occur without notifying the Landlord, constitutes negligent damage beyond normal wear and tear.
35. I find that the Former Tenants are responsible for the cost of replacing the closet doors in the amount of \$483.13. The costs claimed by the Landlord for materials are reasonable and supported by invoices. With respect to labour, I am not satisfied that the Landlord incurred an actual out-of-pocket expense. The Landlord completed the work himself and did not provide evidence of lost income, invoices, or other documentation supporting the

amount claimed. In the absence of such evidence, the Landlord's claim for labour costs is denied.

Refrigerator drawers

36. The Landlord testified that two refrigerator drawers were cracked after the Former Tenants vacated and required replacement. The Landlord testified that the cost to replace both drawers was \$115.65. While no receipt was provided, an Amazon order summary was submitted showing that two refrigerator drawers were in the shopping cart. The Landlord was unable to provide a final receipt and did not recall the date the drawers were purchased.
37. MK acknowledged that one of the drawers had a small crack but submits that the crack existed at the time of move-in and that the Landlord was aware of it. MK testified that they fixed the crack using glue. MK relied on a photograph taken September 1, 2024, which she submits shows only one damaged drawer. MK further submits that the Amazon order summary is not proof of purchase, as it reflects only a checkout page and not a completed transaction.
38. Based on the evidence before me, I find that one refrigerator drawer was damaged at the end of the tenancy. While MK testified that the damage existed at move-in and that the Landlord was aware, there is no supporting evidence, such as a move-in inspection report or written communication, to corroborate this claim. On a balance of probabilities, I find it more likely than not that the Former Tenants caused the damage.
39. With respect to the second drawer, I accept MK's evidence that it was not damaged, supported by the photograph submitted showing only one damaged drawer. With respect to the Landlord's claim for replacement costs, I do not accept that the Landlord has demonstrated that two drawers were required. However, I am satisfied that the Landlord will incur a cost to replace one drawer. Pursuant to section 89 of the Act, a landlord may claim reasonable costs that have been incurred or will be incurred. I find that a reasonable cost to replace one drawer is \$57.82, representing half of the amount claimed.

Garbage costs

40. The Landlord claims \$103.64 for garbage disposal, consisting of \$22.97 for landfill fees (September 14, 2024), \$40.67 for gas (September 15, 2024), and \$40.00 plus tax for a trailer rental. The Landlord did not submit a receipt for the trailer rental. Photographs showing garbage outside of the rental unit were submitted into evidence.
41. MK argues that the photographs submitted by the Landlord were taken in July 2024. MK testified that the unit was left in a clean, broom-swept condition and submitted photographs dated September 1, 2024, showing an empty unit. MK acknowledges that two mattresses were left at the end of the laneway but submits that the city conducts seasonal garbage collection and that the items would have been removed shortly thereafter.
42. MK further submits that the Landlord did not incur the claimed costs. She argues that the landfill receipt related to unit 2, not their rental unit and that the gas receipt does not correspond with the date of the landfill visit. MK testified that her brother, who resides in

unit 2, assisted the Landlord in transporting the garbage and was not compensated for gas.

43. The Landlord acknowledged that MK's brother assisted in transporting the garbage but testified that he covered all associated costs. He explained that the landfill receipt was issued under unit 2 because MK's brother receives a discount.
44. Based on the evidence before me, I am not satisfied, on a balance of probabilities, that the Landlord has established that the Former Tenants are responsible for the garbage disposal costs claimed.
45. While the Landlord submitted photographs showing garbage at the rental unit, MK testified that the photographs were taken in July 2024 and do not establish the condition of the unit at the end of the tenancy. This was not challenged by the Landlord. In contrast, MK submitted photographs taken September 1, 2024, showing the unit in a clean condition. I accept MK's evidence that two mattresses were left at the end of the laneway. However, I am not satisfied that the Landlord has demonstrated that the disposal of those items resulted in the costs claimed. The evidence does not clearly establish that the landfill and gas expenses are directly attributable to the disposal of the items left by the Former Tenants.
46. I further find that the documentary evidence supporting the claimed expenses is insufficient. The landfill receipt is associated with a different unit, and the gas receipt does not correspond with the date of disposal. No receipt was provided for the trailer rental. In the absence of clear and reliable evidence linking these costs to the Former Tenants, I am not satisfied that the Landlord incurred compensable expenses.
47. Even if I am wrong, I find that the costs claimed relate to the removal of garbage rather than damage to the rental unit. While a landlord is permitted to claim out-of-pocket expenses as a result of a tenant's actions in accordance with section 88.1 of the Act, these costs were not properly claimed pursuant to section 88.1 in the application and there was no request to amend made by the Landlord. Even if the application was amended, the claim must still be supported by clear evidence that the costs were incurred as a direct result of the Former Tenants conduct, which in this case, has not been proven.
48. Accordingly, the Landlord's claim for garbage disposal costs is denied.

Compensation for substantial interference

49. The Landlord testified that he provided written notice of entry and was scheduled to enter the rental unit on August 10, 2024, but was denied entry by the Former Tenants. The Landlord claims \$100.00 for costs allegedly incurred in attending the unit. He testified that he resides approximately 25 minutes away and estimates that the cost of travel would be \$100.00.
50. MK does not dispute that access was denied but submits that proper written notice of entry was not provided. MK testified that the Landlord illegally entered the unit on August 9, 2024, and left a notice of entry for August 10, 2024, on their couch. MK further testified that the Landlord had conducted an inspection on June 11, 2024, and that they were vacating

within two weeks. MK submits that the attempted entry was unnecessary and that the claimed costs is excessive.

51. Based on the evidence before me, I am not satisfied that the Landlord has established that he incurred compensable costs as a result of the denied entry.
52. While MK acknowledges that access was denied, the Landlord did not provide evidence of an actual loss. The amount claimed is based on an estimate of travel costs and is not supported by receipts, invoices, or other documentation. I find that an estimated cost, without supporting evidence, is insufficient to establish a compensable expense. Accordingly, this portion of the Landlord's claim is denied.

Compensation for unpaid utility costs

53. There is no dispute that the lease agreement required the Former Tenants to pay for utilities, including water.
54. The Landlord claims \$637.81 for water utilities for the period April 1, 2024 to June 30, 2024 and submitted copies of the corresponding water bills were submitted into evidence. The Landlord also claims \$91.11 for the period ending September 1, 2024; however, he was unable to provide a copy of that invoice, testifying that it had been requested from the utility provider but was misplaced.
55. MK testified that she vacated the unit on June 30, 2024 but acknowledges that the second named Tenant remained in the unit until September 1, 2024. MK does not dispute that the amount of \$637.81 remains unpaid but submits that the charges were elevated due to the leak in the kitchen sink pipe which was not addressed by the Landlord.
56. MK disputes the additional amount of \$91.11 on the basis that no invoice has been provided.
57. Based on the evidence before me, I find that the Former Tenants are responsible for the unpaid water utilities in the amount of \$637.81. The lease agreement requires the Tenants to pay for utilities, and the Landlord provided documentary evidence supporting this amount. Additionally, MK does not dispute that the amount remains unpaid.
58. I do not accept MK's submission that the amount should be reduced due to the leak. While MK testified that the bills were elevated as a result of the leak, paragraphs 22 to 27 of this order provide detailed reasons for my finding that the Former Tenants are responsible for the continued leak. As such, I am not satisfied that a reduction is warranted.
59. With respect to the additional amount of \$91.11, I am not satisfied that the Landlord has established this portion of the claim. No invoice or documentary evidence was provided to support the amount claimed. Accordingly, this portion of the claim is denied.
60. The order contains all my reasons within it no further reasons will be issued.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$4,751.27, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenants shall also pay to the Landlord \$637.81, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenants owes the Landlord is \$5,575.08*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenants do not pay the Landlord the full amount owing on or before April 4, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from April 5, 2026 at 4.00% annually on the balance outstanding.

March 24, 2026

Date Issued

Mayra Sawicki

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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenants must pay the Landlord:

Damage Costs	\$4,751.27
Utility Costs	\$637.81
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,575.08