



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: 1034523 ONTARIO LTD. v Gaidye, 2026 ONLTB 25122

Date: 2026-03-24

File Number: LTB-L-051309-25-RV

In the matter of: 202, 1475 KINGSTON RD
SCARBOROUGH ON M1N1R5

Between: 1034523 ONTARIO LTD. Landlord

And

Graham Gaidye Tenant

Review Order

1034523 ONTARIO LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict Graham Gaidye (the 'Tenant') because 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 Landlord also applied for an order requiring the Tenant' to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant 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.

This application was resolved by order LTB-L-051309-25 issued on February 20, 2026.

On March 20, 2026, the Tenant requested a review of the order.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the materials in the LTB's file as well as a portion of the audio recording for this hearing.

Determinations:

1. The Board determined that the Tenant negligently damaged the rental unit beneath him by leaving water running on an overflowing kitchen sink. The Landlord's maintenance worker and the Tenant both provided accounts of what happened on the day in question. The Board accepted the testimony of the Landlord's witness and found the Tenant's testimony to be inconsistent and unreliable. The Tenant submits that in rejecting the Tenant's testimony the Board made two serious errors. First, the Board misapprehended

the Tenant's testimony and second the Board did not provide a rational chain of analysis in its reasons for rejecting the Tenant's testimony.

2. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order.

3. The Board says the following about the Tenant's testimony in the order:

“10. The Tenant disputes that he left the sink running and claims that there had been issues with the plumbing of his kitchen sink.

11. The Tenants testimony regarding his recollection of June 1, 2025 was inconsistent in that he initially testified that he could not recall if Ahilan Rasanyagam attended his unit on that date. He later testified that he did attend, but he did not enter his unit, and later indicated he did come into the unit.

12. The Tenant further stated that his unit has water damage to the ceiling and walls and the alleged water damage to the unit below is unrelated to this flooding incident.

...

16. ...As indicated the Tenants evidence was inconsistent and unreliable regarding the occurrences and his recollection of that day.”

4. The Tenant submits that his testimony was consistent that he did not have a clear memory of the events on June 1, 2025, and that he would not refuse entry to the Landlord if requested. The Tenant says that he did not testify that the Landlord's witness attended the rental unit on June 1, 2025, and did not testify that the Landlord's witness entered the rental unit on that date. The Tenant states that he consistently framed his evidence in conditional terms which reflected uncertainty not contradiction.

5. I have listened to the entirety of the Tenant's testimony from approximately 2:26:49 to 2:57:00 on the hearing recording and paid close attention to the timestamps provided in the review request that the Tenant has directed me to. I do not find that the Member misapprehended the Tenant's testimony. I make the following observations about the recording:

- The Tenant is correct that throughout the recording he asserts that he does not have a strong recollection of the events that are the subject of the application and consistently says that he *may* have done various things or various things *may* have happened.
- Specifically, at 2:28:25 on the recording the Tenant states that the Landlord's witness may have come to the rental unit on June 1, 2025, but that he never came in, and that he might have mentioned something about water.

- At 2:30:16 on the recording the Tenant states that he does not recall what happened on June 1, 2025.
 - At 2:44:55 the Tenant says that he opened the door for the Landlord's witness, but he did not enter the unit and he never said anything about water on the floor or counter.
 - At 2:48:30 on the recording the Tenant agreed with the suggestion put to him during cross examination that it was his evidence that the Landlord's witness knocked on the door and talked to him.
 - At 2:51:26 the Tenant agreed that on June 1, 2025 the Landlord's witness could have entered his unit, but the Tenant doesn't remember. The Tenant states that he has never refused the Landlord's witness' request to enter the rental unit.
6. The Member correctly identified that at times the Tenant claimed to have a poor recollection of the events but as the hearing went on did accept some of the suggestions put to him about of what happened that day. The recording is largely consistent with how the order describes the Tenant's testimony at paragraph 11 of the order. However, I do agree with the Tenant that he never definitively said that the Landlord's witness entered the rental unit. The Tenant only agreed that this could have happened and as such there is a minor inaccuracy in the order in this regard. I do not agree that this means that the Board misapprehended the Tenant's testimony on the whole or that the Board made a serious error in determining that the Tenant's testimony was both inconsistent and unreliable. This minor inaccuracy does not change that the Tenant initially claimed no recollection of the event and then agreed with some statements put to him about the day in question or that the Tenant at best does not have clear recollection of the events.
7. I also note that the Tenant's testimony was not the only evidence provided at the hearing. There was a video of water coming into the unit that is below the Tenant's unit, an invoice for damage, the Landlord's witness saw water entering the unit below, and the Landlord's witness testified that he entered the Tenant's unit, saw a sink full of dishes, the sink was overflowing, and the Landlord's witness turned off the Tenant's sink. The Tenant seems to be saying that the Board is wrong that his testimony was inconsistent and instead the Tenant actually does not have a clear recollection of the events. Regardless of whether the Tenant's testimony is inconsistent or he has no memory of the event, I'm not sure how that establishes that the Board made a serious error in accepting the testimony of the Landlord's witness whose testimony suffered from neither of those problems.
8. The Tenant also submits that the Board provided no rational chain of analysis. The Tenant submits that the Board does not explain how the inconsistency in the Tenant's testimony justifies rejecting the entirety of the Tenant's evidence. The Tenant submits, and I agree, that the failure to provide adequate reasons regarding a credibility assessment can constitute an error in law. However, I disagree that the reasons were inadequate in this case.

9. The Member who heard the case at first instance was in the best position to evaluate the testimony of the witnesses. The credibility and reliability findings of the Member are entitled to considerable deference. The Member at paragraph 11 describes what was inconsistent about the Tenant's testimony. It is clear from the record and order viewed as a whole why the Tenant's evidence was found to be unreliable: the Tenant claims to not have a strong recollection of what happened and provided inconsistent statements.
10. The Tenant states that the Landlord's application was granted solely on a finding that the Tenant's evidence was inconsistent. That is incorrect. The order reflects that the Board's decision was based on a video of the leaking water in the unit below, an invoice, and the testimony of the Landlord's witness. It was reasonable for the Board to accept that evidence. The testimony of the Tenant and the Landlord's witness were diametrically opposed. The Landlord's witness either entered the rental unit and shut off an overflowing sink or they did not. The Tenant's testimony was not assessed in an evidentiary vacuum but rather within the context of all the evidence led at the hearing.
11. The Ontario Court of Appeal in *Canada Forgings Inc. v. Atomic Energy of Canada Ltd.*, 2024 ONCA 677, states at paragraph 22 that appellate courts have often commented on the "unfortunate trend" of appellants alleging inadequacy of reasons in order to add heft to otherwise weak appeals. The Court notes two key points with respect to the sufficiency of reasons assessment. First, the overarching question is whether the reasons functionally permit meaningful appellate review. Even if the reasons are deficient, this ground of appeal will fail if despite the shortcomings a meaningful review can be conducted. Second, in determining whether the reasons are sufficient, they must be considered contextually. Relevant context includes the issues raised, the evidence adduced, and the arguments made at trial. In this case I find that the order read as a whole and the record reflect how the Board arrived at the decision.

It is ordered that:

1. The request to review order LTB-L-051309-25 issued on February 20, 2026 is denied. The order is confirmed and remains unchanged.

March 24, 2026
Date Issued

Amanda Kovats
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.