



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

Citation: Homestead Land Holdings Limited v Izengo, 2026 ONLTB 25171

Date: 2026-03-27

File Number: LTB-L-055279-24-RV

In the matter of: 517, 1170 FISHER AVE
OTTAWA ON K1Z5R7

Between: Homestead Land Holdings Limited Landlord

And

Charles Izengo Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Charles Izengo (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; and
- 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

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

The Landlord also applied for an order requiring 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.

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.

The Landlord's application was heard on March 19, 2025 and resolved by order LTB-L-055279 24 issued on March 28, 2025. Only the Tenant attended the hearing.

On April 9, 2025, the Landlord requested that order LTB-L-055279-24 issued on March 28, 2025 be reviewed.

On April 10, 2025, interim order LTB-L-055279-24-RV-IN was issued.

On May 22, 2025, the Landlord's review request was granted with interim order LTB-L-055279-24-RV-IN2 being issued and the presiding Member directed the application to a fresh hearing.

This application was heard by videoconference on January 8, 2026.

The Landlord's Legal Representative, Crystal Sankey, the Tenant's support person, Gary Laverdure, and the Tenant attended the hearing. The Tenant consulted with Tenant Duty Counsel prior to the hearing.

Determinations:

1. At the commencement of the hearing, the Tenant testified he vacated the rental unit on November 25, 2025. The Landlord's representative submitted the Landlord is no longer seeking termination of tenancy however the Landlord is proceeding on the damage claim pursuant to section 88(1) of the *Residential Tenancies Act, 2006* (the 'Act').
2. There is no dispute between the Landlord and the Tenant that a fire occurred in the kitchen of the rental unit on November 1, 2023 and the Tenant caused the fire.
3. The Landlord's representative submitted the fire in the kitchen of the rental unit on November 1, 2023 caused significant damage resulting in costs incurred by the Landlord in the amount of \$14,322.75. The Landlord is seeking to recover these costs from the Tenant as he caused the fire.
4. The Landlord's representative submitted the Landlord did not file a claim with their insurance company as the deductible is much higher than the amount being claimed in the application.
5. The Landlord's representative called no witnesses and submitted the Landlord is relying on the documentary evidence filed with the LTB. The evidence included an estimate and an invoice from All Professional Trades Services Inc.¹ dated respectively November 9, 2023 and December 22, 2023. The work performed by the contractor included the following:
 - To remove and dispose of existing kitchen, countertop, sink, tap, and baseboard (in kitchen/entry areas)
 - To plaster and paint kitchen an front entrance area only
 - To supply and install new shut off valves in kitchen
 - To supply and install new tile floor in kitchen an entrance area only
 - To supply and install kitchen complete with laminate countertop, sink, and tap per Matrix
 - To supply and install range hood
 - To clean per APT scope of work onlyAdd-On:
 - Remove and dispose moldy wall in kitchen. Install new drywall in plaster

¹ Landlord Evidence Brief – DOC-4905879 – Pages 16 to 18

- Prime entire kitchen walls and ceiling at entrance with flat oil
 - Supply an installed kitchen faucet
6. The Landlord's representative also submitted a series of photographs² of the kitchen after the fire. The Tenant did not dispute that the photographs were taken in his unit. The photographs show that the fire occurred in the kitchen and was contained to the area surrounding the stove. Soot is visible on the cupboard door above the stove, on the adjacent wall, and on the ceiling. The stove, which appears to be an older model, also shows signs of damage. I note that the Landlord has not made a claim for the replacement of the stove in the application.
 7. The Tenant testified that he was cooking french fries when the stove caught fire. He stated that he immediately went into the hallway, where the Landlord's employee assisted him, and obtained a fire extinguisher. Once the fire equipment was deployed, the fire was extinguished within a couple of minutes. He further testified that there were no injuries however the fire department was contacted and attended at the residential complex.
 8. The Tenant testified that he has lived in the rental unit since 2006 and that the kitchen has remained unchanged since he moved in. He stated that the stove, refrigerator, countertops, cupboards, and flooring are all original and quite old. After reviewing the invoice, he believes the Landlord used the opportunity to replace the entire kitchen rather than clean or repair the damaged areas. Although he accepts full responsibility for the fire, he contests the amount being claimed by the Landlord, asserting that it is excessive and not an accurate reflection of the damage caused by what he describes as a small fire.

Analysis and Legislation

9. Section 89 of the Act states:

89 (1) A landlord may apply to the Board for an order requiring a tenant or former 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,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex;

[Emphasis Added]

10. There is no dispute that the Tenant caused a fire in the kitchen of the rental which was contained to an area where the stove is located.
11. I accept the Tenant's evidence that the fire was extinguished quickly, which minimized the damage to the kitchen. The photographic evidence shows that the stove sustained damage and that the cupboard door above it, as well as the adjacent wall, were coated in soot.

² Landlord's Evidence Brief – DOC-4905879 – Pages 7 to 14

However, the remaining cupboards, the refrigerator, and the counter containing the kitchen sink across from the stove did not suffer any damage.

12. The Landlord's representative submitted the invoice from All Professional Trades Inc. which describes the work completed in the rental unit. In my view, the work performed was to replace the entire kitchen and not repair the damage caused by the fire. I say this because the first comment in the invoice states:

"To remove & dispose of existing kitchen, countertop, sink, tap, & baseboard (in kitchen/entry areas)"

13. The Landlord provided no evidence to show that the fire caused damage extensive enough to justify replacing the entire kitchen, nor did they demonstrate that any attempts were made to repair or replace only the affected areas. Additionally, although the stove was old, it was clearly damaged, yet the Landlord did not include any replacement cost for it in their evidence.
14. Based on the evidence and submissions before me, I am not satisfied on a balance of probabilities that the fire damage was so extensive as to require replacement of the entire kitchen. The photographic evidence submitted by the Landlord does not support such a conclusion, nor is there any documentary evidence demonstrating that repairing the affected areas was not a reasonable option. In my view, replacing the kitchen fixtures, including the cupboards, countertops, baseboards, sink, and faucet, was not justified. Section 89(1) of the Act clearly provides that a Landlord may seek an order requiring a Tenant to pay the cost of repairing damaged property or, where repair is not reasonable, the cost of replacement. In this case, the Landlord chose to replace the entire kitchen, a decision that, in my view, was not reasonable.
15. As a result, the Landlord's application shall be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 27, 2026
Date Issued

Susan Priest
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.