



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-093814-25

In the matter of: 424, 1277 WILSON AVE
NORTH YORK ON M3M1K1

Between: Giselle Foundation Landlord

And

Maria Piraino Tenant
David Connor

Giselle Foundation (the 'Landlord') applied for an order to terminate the tenancy and evict Maria Piraino and David Connor (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;
- for an order requiring the Tenants 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 caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date. At the hearing, the Landlord confirmed that it was not seeking compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 10, 2026.

The Landlord's agent Gerald Rozario, the Landlord's legal representative Mark Ciobotaru and the Tenant attended the hearing.

Preliminary Issue: Adjournment Request

1. At the outset of the hearing, the Tenant requested an adjournment in order to obtain legal representation. The Tenant testified that she received the Notice of Hearing in late November 2025 but did not secure representation as she was occupied with another court

matter. The Tenant further testified that she contacted a legal clinic within two weeks of the hearing but was advised that it was too late to obtain representation.

2. The Landlord opposed the request. The Landlord submitted that the Notice of Hearing was issued on November 21, 2025, and that the Tenant had sufficient time to prepare. The Landlord also submitted that adjournment requests should be made in writing and in advance of the hearing in accordance with the Board's Rules of Procedure. The Landlord further submitted that it would be prejudiced by an adjournment as it had legal representation and two witnesses present to testify.
3. I have considered the parties' submissions. While I acknowledge the Tenant's desire to obtain legal representation, I find that the Tenant had adequate notice of the hearing and did not take timely steps to secure representation. The reasons provided do not constitute exceptional circumstances. I also find that granting an adjournment would prejudice the Landlord, who was prepared to proceed with witnesses present.
4. Accordingly, the Tenant's request for an adjournment is denied, and the hearing proceeded.

Determinations:

5. 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. Therefore, the Tenant shall pay to the Landlord \$7,797.00 for damages.
6. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

7. On October 22, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on October 22, 2025. The notice of termination contains the following allegations:

July 16, 2024, due to heavy rainfall, the Tenants air conditioner was incorrectly installed by the Tenant and tilted inwards. As a result the rain water leaked into units #324/323/224 along with # 424. Invoices are attached.

8. The Tenant stopped the conduct or activity or corrected the omission within seven days after receiving the N5 notice of termination. No further water leaks were reported or recorded by the Landlord, Therefore, the Tenant voided the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Wilful or Negligent Damage

9. The Tenant 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).

Landlord Evidence

10. The Landlord relied on the testimony of three witnesses: the superintendent, Kim Definey; the property manager, Gerald Rozario; and a contractor, Mikey Rooplal.
11. Kim Definey testified that on July 16, 2024, she received multiple complaints from tenants regarding flooding. Upon attending Unit 424, she observed water flowing from the Tenant's bedroom area. She testified that the air conditioner in the Tenant's unit was improperly installed, tilted inward toward the unit, and sealed with cardboard and tape. She stated that there had been significant rainfall that day and that water was entering through the improperly installed unit. Ms. Definey testified that water had accumulated to approximately two inches in the Tenant's unit and had spread to multiple units below, including Units 323, 324, and 224. She described the resulting damage in those units, including water infiltration through ceilings, baseboards, and light fixtures, as well as buckling parquet flooring. She confirmed that remediation work was undertaken and completed.
12. Mikey Rooplal, a contractor with 15 years of experience, testified that he attended the property on the date of the incident and observed that the air conditioner was improperly installed, tilted inward "like a ramp" into the unit and sealed with inappropriate materials. He stated that this allowed rainwater to enter the unit for an extended period. He described the damage as extensive, including saturated walls and buckling floors, and confirmed that he performed emergency work to remove the air conditioner and mitigate the damage. He testified that he was not aware of any other source of the leak.
13. Gerald Rozario testified that the Tenant signed a lease agreement including Schedule "A", which contains a clause requiring proper installation of air conditioning units. He explained that the clause exists to ensure safe and proper installation and to prevent damage. Mr. Rozario introduced invoices totaling approximately \$7,797.00 for repairs to multiple units and confirmed that these invoices were paid by the Landlord. He testified that the Tenant did not reimburse the Landlord despite being provided with the invoices.

Tenant Evidence

14. The Tenant did not dispute that the damage occurred or that the Landlord incurred the repair costs. However, the Tenant disputed liability. The Tenant testified that there had been ongoing issues with roof leaks in the building for approximately two years and suggested that the flooding may have been caused by deficiencies in the roof rather than the air conditioner. The Tenant provided photographs taken in February 2026 showing water intrusion in a hallway and buckets collecting water, as well as a written statement prepared after receiving the N5 Notice.
15. In cross examination, the Tenant acknowledged signing the lease and Schedule "A", including the clause regarding air conditioner installation. She testified that the air

conditioner was installed by her son, who she described as experienced, though not a professional. The Tenant stated that she believed the unit appeared secure and had been in place for approximately six years without prior issue. The Tenant further testified that she was not residing in the bedroom at the time of the incident and that her daughter-in-law was occupying that room. The daughter-in-law did not attend the hearing. The Tenant asserted that the water entered from above the window area but acknowledged that she did not take photographs of the source at the time due to the urgency of the situation.

Analysis

16. The Landlord bears the burden of establishing, on a balance of probabilities, that the Tenant or a person permitted in the residential complex caused undue damage to the rental unit or residential complex, and that the claimed costs are reasonable. In this case, there is no dispute that a significant flooding event occurred on July 16, 2024, and that multiple units, including the Tenant's unit and units below, sustained water damage. The central issue in dispute is the cause of the flooding and whether the Tenant is responsible for that damage.
17. The Landlord's position is that the flooding was caused by an improperly installed air conditioning unit in the Tenant's window. The Landlord relies on the direct evidence of the superintendent and contractor, both of whom attended at the unit on the day of the incident. Their evidence was consistent and detailed. Both witnesses described the air conditioning unit as being tilted inward toward the unit and sealed with cardboard and tape. The contractor testified that the installation effectively created a "ramp" that allowed rainwater to flow into the unit. Both witnesses further testified that, once the air conditioning unit was removed and the window was secured, the water intrusion stopped. I find this aspect of the evidence particularly persuasive, as it directly links the condition of the air conditioning unit to the source of the water ingress.
18. The Landlord's evidence also establishes a clear chain of damage from the Tenant's unit to the units below. The superintendent testified that water travelled from Unit 424 into Units 323, 324, and 224, causing damage to flooring, ceilings, walls, and fixtures. This evidence was supported by photographs and invoices for completed repairs. Importantly, the Tenant did not dispute that the damage occurred or that the Landlord incurred the repair costs. The Tenant also acknowledged that it was reasonable for the Landlord to remove the air conditioning unit immediately to stop the flooding.
19. The Tenant's position is that the flooding may have been caused by ongoing roof issues rather than the air conditioning unit. However, I find that the Tenant's evidence on this point is not sufficient to displace the Landlord's evidence. The photographs and statements provided by the Tenant relate to alleged roof leaks occurring well after the incident, including in February 2026. There is no contemporaneous evidence linking any roof defect to the flooding event of July 16, 2024. Further, the Tenant testified that she did not reside in the bedroom at the time of the incident and that her daughter in law was occupying that room. The daughter in law, who would have been a key witness regarding the source of the water, did not attend the hearing. In the absence of this evidence, I draw a negative inference that her evidence would not have assisted the Tenant's position.

20. The Tenant also acknowledged signing the lease, including a clause requiring proper installation of air conditioning units, and confirmed that the unit was installed by her son, who is not a professional. While the Tenant stated that the unit appeared secure and had been in place for several years, this does not outweigh the direct and contemporaneous observations of the Landlord's witnesses on the day of the incident. I have also considered the Tenant's submission that the rainfall was unusually heavy. While I accept that the rainfall was significant, I find that the damage was not caused by weather alone, but rather by the manner in which the air conditioning unit was installed. A properly installed unit would not have allowed water to enter the unit in the manner described.
21. On a balance of probabilities, I prefer the Landlord's evidence. I find that the improperly installed air conditioning unit allowed rainwater to enter the Tenant's unit, which in turn caused substantial damage to the unit and to other units in the residential complex.
22. Accordingly, I find that the damage was the result of the Tenant's negligence, or the negligence of a person permitted in the rental unit, within the meaning of section 34 of the *Residential Tenancies Act, 2006*.

Relief from Eviction

23. 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 pursuant to subsection 83(1)(a) of the Act.
24. In this case, the incident appears to be a single, isolated event occurring during a day of unusually heavy rainfall. While I have found that the Tenant was negligent in failing to ensure the proper installation of the air conditioner, there is no evidence before me of any prior similar incidents or ongoing conduct of a similar nature. I also note that the tenancy is a long standing tenancy, having commenced in July 2019. There is no evidence of prior issues relating to damage or negligence of this nature.
25. The Tenant testified that she is 64 years old, on a fixed pension income, and suffers from diabetes. Eviction would likely have a significant impact on her housing stability. While the Landlord has incurred substantial costs, those costs can be addressed through a monetary order. Balancing all of the circumstances, including the seriousness of the damage, the Tenant's negligence, the one-time nature of the incident, and the Tenant's personal circumstances, I find that it would be unfair to terminate the tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenant shall continue.
2. The Tenant shall pay to the Landlord \$7,797.00, which represents the reasonable costs of repairing the damage and replacing the damaged property.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$7,983.00.

5. If the Tenant does not pay the Landlord the full amount owing on or before April 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 19, 2026, at 4.00% annually on the balance outstanding.

April 7, 2026
Date Issued

Nathan Korenberg
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.