



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

Citation: Kehren v KEOVIXAY, 2026 ONLTB 27477

Date: 2026-04-07

File Number: LTB-L-015994-25-RV

In the matter of: Apartment #7, 20 HILL ST
NEWMARKET ON L3Y4L7

Between: John Kehren Landlords
THOMAS HEMPEN

And

SOUPHANH KEOVIXAY Tenant

Review Order

John Kehren and Thomas Hempen (the 'Landlords') applied for an order to terminate the tenancy and evict Souphanh Keovixay (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 Landlords also applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket costs the Landlords have 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 resolved by order LTB-L-015994-25 issued on December 9, 2025. On December 24, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 29, 2025 interim order LTB-L-015994-25-RV-IN was issued, staying the order issued on December 9, 2025. This request for review was heard by videoconference on January 22, 2026 and the review was granted and set down for a hearing de novo as per order LTB-L-015994-25-RV-IN2 issued on January 27, 2026.

This application was heard de novo by videoconference on March 31, 2026.

The Landlords' agent, Nicole Kehren, and the Tenant attended the hearing.

Determinations:

1. The Tenant was in possession of the rental unit when the application was filed, and they remained in the rental unit as of this hearing date. The Tenant has resided in the rental unit for approximately 10 years.
2. On January 6, 2025 the Landlord gave the Tenant an N5 notice of termination. The termination date in the N5 notice is January 26, 2025. The notice alleges that the Tenant has wilfully or negligently caused undue damage to the stove in the rental unit after it has been replaced by the Landlord. The Landlords claimed \$932.23 in damages for the replacement of the stove in order to void the notice of termination.
3. The Tenant does not dispute that they did not pay the Landlords the reasonable costs to repair the damage or make arrangements satisfactory to the Landlords 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* (the 'Act'). The Tenant disputes having to pay for the damaged stove.
4. The Landlords have not proven that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
5. The burden rests on the Landlords to satisfy me on a balance of probabilities that the damage to the stove was caused by the wilful or negligent conduct of the Tenant. That means that the Landlords must prove that more likely than not, their version of events is true regarding the damage to the stove.
6. The Landlords led no evidence with respect to the Tenant using the stove in any way other than by what a reasonable person would use their stove. The Landlord has not met that burden. The Landlords provided no supporting evidence that the issue with the stove is in any way the fault of the Tenant. They provided a service technician receipt from May 7, 2024 for the replacement of two burners, two switches and two connectors and a receipt for the cost of the replacement stove on May 14, 2024. They provided no other invoices or receipts regarding any other issues with the stove. They could not provide any evidence that an electrician has assessed the electrical sparking issue behind the stove as reported by the Tenant.
7. Based on the evidence of the Tenant, they only use the stove in the normal manner of cooking for their family. This is reasonable. Additionally, the Tenant submits that the issue with the stove is ongoing, and they have resorted to using their air fryer and other cooking appliance for meals because they experience sparking behind the stove when they use the two large elements and they fear the use of the stove creates a potential fire and safety issue in the residential complex. I accept that the Tenant has notified the Landlord of the issue with sparking behind the stove when they use the appliance, and I am not satisfied, based on the evidence presented, that the Landlords have properly investigated the potential electrical issue which may in actual fact be the cause of the need for the replacement.

8. I do not find the Tenant responsible for the damage to the stove based on the evidence before me and I do not find them responsible for the service technician visit to replace elements on the stove as a cost that should be passed on to the Tenant.
9. For these reasons, the Landlords application must be dismissed.
10. An oral decision was given at the hearing, and this order confirms my decision.

It is ordered that:

1. Order LTB-L-015994-25 issued on December 9, 2025 is replaced with the following order.
2. The Landlords' application is dismissed.

April 7, 2026
Date Issued

Terri van Huisstede
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.