



Order under Section 89 Residential Tenancies Act, 2006

Citation: Gilindo Marcocchio Limited v Dolhunskyy, 2026 ONLTB 27244

Date: 2026-04-08

File Number: LTB-L-044435-25

In the matter of: 304, 176 BERRY RD
ETOBICOKE ON M8Y1W5

Between: Gilindo Marcocchio Limited Landlord

And

Yuriy Livyy Tenant

Gilindo Marcocchio Limited (the 'Landlord') applied for an order requiring Yuriy Livyy (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.

This application was heard by videoconference on March 30, 2026.

The Landlord's Agent's Valentina Nishta, the Landlord's Legal Representative Eric Steiman, and the Tenant's Agent Marharyta Liva attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the claim for compensation in the application. Therefore, the Tenant is responsible for the associated costs as set out below.
2. The Tenant was in possession of the rental unit on the date the application was filed; it is acknowledged that the Tenant and his family are not living in the rental unit, the Tenant Agent's sister and family are and have been living there as occupants.
3. The Landlord's Agent testified on February 24, 2025, the Landlord received a complaint from unit #204 that their bathroom was flooded by water leaking from rental unit #304. Upon receiving this complaint, the Landlord sent someone to investigate; they discovered the water had leaked from unit #304 through the ceiling and electrical wiring, onto the bathroom floor and into the corridor. The Landlord/Landlord's Agent took pictures in unit #204 that show: major cracking and peeling to the bathroom ceiling and wall; more minor cracking/bubbling further down the bathroom wall, and cracking to the ceiling and walls in

the corridor. The Landlord went to the rental unit to investigate the source and saw that there was no shower curtain in the bathroom. The occupant said they did not use the shower, but there had been a previous incident where water leaked from the rental bathroom because the shower was being used without a shower curtain; that flood also caused paint to peel and water stains on the walls in unit #204's bathroom. Although there is also a washing machine in the rental unit, there being no curtain for the shower is more likely the cause, particularly since it had happened before. The Landlord received a quote from a company they regularly use, Torcon Painting Ltd.; as indicated by Quote #2197 dated May 16, 2025, the cost to repair and paint ceilings and walls was \$1,356.00, including the HST. The work was completed and billed to the Landlord along with other work the the contractor had done in the rental complex; the non-redacted part of the invoice from Torcon Painting Ltd. dated September 30, 2025, \$1,200.00 plus HST, is for the repair work in unit #204 caused by the flood from unit #304. The Landlord is seeking reimbursement for the repair, \$1,356.00 plus the application filing fee.

4. The Tenant's Agent testified the Tenant, her husband, signed the lease in August 2013, at that time the plumbing system in the building was already old; there were numerous times throughout their tenancy that they Landlord had to address plumbing issues in their unit. The Tenant's Agent believes this repetitive leaking from 2017 to 2025, affected the wall strength, therefore a small amount of water could seep through and not be noticeable until it amounted in a bigger problem later. In February 2022, when the previous leak happened, the handyman said he was aware of their being a problem, it was likely the old plumbing system and leakage beneath the bathtub, but the Landlord was not going to repair the system. The Landlord still has not recommended that the handyman fully investigate, for example open the wall and remove the bathtub, as such, there have been no attempts to mitigate. The Tenant's statement details this conversation as well as their position as to the cause of the leak; this corroborates her testimony. Regarding there being no shower curtain, it had been removed by the occupant when the flood occurred so the Landlord could have unrestricted access and was reinstalled afterwards; they and the current occupants have always had a shower curtain. As to the washing machine, it belongs to the Tenant, but because they are in the process of assigning the unit to her sister, it is not being used. In respect of the quote, it is dated two months after the flood and contains very little detail as to the specific work to be done, similarly, the invoice is mostly redacted and the unredacted part just references that it is for rental unit #204; these deficiencies make the work being done and the associated cost questionable. Also, by waiting so long, shows the Landlord continued to not mitigate its liabilities. Further, the Landlord did not get any other quotes for the repairs, therefore, it is quite possible that the work could have been done more reasonably. For these reasons, the Landlord's application should be dismissed.
5. Based on the evidence and testimony before me, 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. The Landlord's Agent testified to the flood, where it came from, there being a previous flood for the same reason, and the cost to have the damage repaired; her testimony was corroborated by pictures of the damage and proof of the cost to repair. That the quote was dated a few months after the leak, and the work was completed sometime after that, is not reflective of the Landlord's lack of mitigating; the Landlord mitigated by immediately sending someone

to investigate and establish a cause of action. There was no evidence presented to establish any time lapse affected the repair or the associated cost, or that the course of action was deficient/improper. There is also no evidence supporting the Tenant's Agent version of events; logically, if there was a major problem with the entire plumbing system in the building, there would be problems throughout the building; there was no mention or evidence of this being the case. As to the pictures being undated, this does not lessen their weight; there was no evidence they did not accurately depict the damage caused by the leak. In respect of the Tenant's statement, the Tenant was not present to testify, therefore, his statement has little to no weight and is not 'proof' that the Landlord's testimony and evidence is inaccurate. Further, the occupant was not present to offer any testimony/evidence that leak was not due to improper use of the shower; that the Tenant's Agent testified there had always been a shower curtain is not sufficient to prove their argument/defence. The Tenant's position is hearsay, with no supporting, concrete evidence, whereby the Landlord provided testimony, pictures, and proof of the cost to repair the damage. For these reasons, I find the Landlord has proven the cause of the damage to be from a leak in the Tenant's unit, and it is more likely than not it is because there was no shower curtain being used; therefore, the Tenant is responsible for the associated cost of the repair.

6. The Landlord has incurred reasonable costs of \$1,356.00 to repair the damage.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. As the Tenant's Agent did not make any submissions on allowing/needing more time for payment, the standard time-frame of 11-days shall be ordered.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,356.00, which represents the reasonable costs of repairing the damage.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$1,542.00.
4. If the Tenant does not pay the Landlord the full amount owing on or before April 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 21, 2026 at 4.00% annually on the balance outstanding.

April 8, 2026
Date Issued

 Diane Wade
 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.