



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: WHITBY CHRISTIAN NON-PROFIT HOUSING v MCGHEE, 2026 ONLTB 28764

Date: 2026-04-13

File Number: LTB-L-072361-25

In the matter of: 302, 102 ROSSLAND ROAD WEST
WHITBY ON L1N9H1

Between: WHITBY CHRISTIAN NON-PROFIT HOUSING Landlord

And

HEATHER MCGHEE Tenant

WHITBY CHRISTIAN NON-PROFIT HOUSING (the 'Landlord') applied for an order to terminate the tenancy and evict HEATHER MCGHEE (the 'Tenant') because:

- 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

WHITBY CHRISTIAN NON-PROFIT HOUSING (the 'Landlord') applied for an order requiring HEATHER MCGHEE (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 April 1, 2026.

The Landlord's Legal Representative, Suzanne Diamond, the Landlord's Agent, Jennifer Kauffeldt, the Tenant's support person, Sindy Thompson and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the claim for damages and as such, the Tenant shall pay to the Landlord \$1,316.00. The Landlord's Legal Representative advised me that although their application was seeking termination of the tenancy, she advised that the Landlord is now simply seeking a payment order for the damages.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On August 5, 2025, the Landlord gave the Tenants an N5 notice of termination deemed served on August 12, 2025. The notice of termination contains the following allegations: "On June 27, 2025, the Landlord was contacted by the tenant in Apartment #202 that the paint on their bedroom wall and living room wall had been damaged by some sort of water damage. The Landlord attended at Unit #202 on June 28, 2025 to inspect the unit and confirmed bubbling of paint and peeling of paint on two walls. The Landlord also inspected Unit #302 on June 28, 2025. The Landlord discovered that the floor was extensively damaged (warped tiles and parquet) from a water/liquid spill and they noted that no plumbing pipes were in the area." It was noted that an estimate would be provided to the Tenant regarding the damage and that the Tenant would need to cover the cost of same.

Evidence of Jennifer Kauffeldt, Property Manager

4. Ms. Kauffeldt testified that she is the Property Manager for the residential complex and that she was notified of the damaged walls in Unit #202 on June 27, 2025. She pointed out the areas of the wall damage in the living room/dining room and bedroom and provided pictures of the walls with bubbling of the paint and peeling of the paint stemming from the ceiling on both walls. She further explained that the living room/dining room wall is one side of a partition wall and the bedroom wall is the other side of the same wall.
5. She explained that the Unit #202 and Unit #302 are identical units, with one on the second floor and one on the third floor.
6. Ms. Kauffeldt described the water damage in Unit #302 and provided pictures of the tile floor where one tile is completely removed and the adjoining tiles are warped and curled up. She also provided a diagram of Unit #302 that shows the location of pipes and plumbing for the bathroom and kitchen and the area of the water spill/damage. She explained that the area of the damage was not near a window and was not in an area where plumbing pipes were located.
7. Ms. Kauffeldt stated that, based on her knowledge of the building, the pictures clearly showed a sudden water/liquid event that caused the damage to the floor of Unit #302. That water/liquid event caused the wall damage to Unit #202. She further stated that she retained Vittorio Liscio, owner of Liscio Painting & Decorating to provide an estimate for the damage in Unit #202. The estimate from the painter was \$1,130.00. All of these documents and pictures, along with the estimate and invoice from Liscio Painting were included in the Landlord's Evidence Package.
8. The Property Manager stated that after Mr. Liscio provided the estimate, they had to wait a few weeks to complete the repairs due to the fact that the water in the walls had to evaporate before the work could be done.

Evidence of Vittorio Liscio, Painter

9. Mr. Liscio testified that he has been repairing walls, painting walls and doing general carpentry work for the last 30 years.
10. Mr. Liscio stated that he received a call from the Property Manager and he attended Unit #202 to assess the situation and provided an estimate for the repairs. He confirmed that

the partition wall splitting the living room had water leaks on both sides of the wall. He noted substantial peeling of the paint and described that the paint had separated from the drywall due to water as the paint acts like an elastic band. He referred to the pictures of the damaged walls that were included in the Landlord's evidence. He stated that one side of the wall is a bedroom wall and the other side of the wall is the living room wall.

11. Mr. Liscio stated that this damage occurred from fresh water damage and could not have occurred from a long-standing leak. He stated that he fixed the damage in Unit #202, invoiced the Landlord and has been paid by the Landlord for his invoice.

Evidence of the Tenant, Heather McGhee

12. The Tenant testified that she was only notified of the apparent water damage on June 27, 2025 and she has no idea what could have happened to cause the wall damage in Unit #202. She stated that she had been away from her apartment for the entire day on June 26, 2025 as she had been at the vet clinic with her very ill cat.
13. The Tenant stated that she had previously set out water in a roasting pan for her cat and that maybe she had spilled a little but she did not think that was sufficient water to cause any damage. She submitted that her tile floor had been damaged previously due to previous issues with the old plumbing and provided pictures of different, apparently damaged floor tiles.
14. The Tenant stated that the residential complex has had serious issues with pipes bursting over the last several years and provided several notices from the Landlord regarding water shut-offs. She stated that the building is old and that the building has many plumbing issues that could have caused the damage to her unit and the unit below her. She also stated that her window in the living room, which she stated is close to the damaged area of her floor, has damaged drywall from water damage. She provided a picture of this area under her window but could not remember a date that she took the picture.
15. The Tenant reiterated that she has no idea what caused the damage in Unit #202 and that she certainly does not have the money to pay for something that she is not responsible for. She stated that she lives on a very limited financial budget.
16. Mr. Liscio was allowed a brief reply regarding the Tenant's submissions that her window had potentially caused the water damage to her floor and the wall damage to Unit #202. Mr. Liscio replied that the Tenant's picture of her window did not show substantial, repeated water leakage that would be necessary to cause any damage to the Tenant's floor or damage to another unit. Mr. Liscio repeated that the damage in Unit #202 stemmed from fresh water leakage which would have been sudden and significant.

Analysis

17. Based on the pictures of both apartments taken on June 27, 2025, the documentary evidence provided by the Landlord and the verbal evidence of the property manager and Mr. Liscio, I am satisfied on a balance of probabilities that the Tenant has caused the damage to Unit #202.

18. The Tenant submitted that the residential complex had major plumbing issues that could have been responsible for the damage to both her apartment and Unit #202. She submitted that water travels in the path of least resistance and that the water from her window could have caused the water damage to the apartment directly below her. The Tenant provided no corroborating evidence to support either of her submissions and Mr. Liscio rebutted those submissions.
19. The Tenant attempted to rely upon a letter from a contractor dated March 26, 2026 who opined that the water damage stemmed from another cause. However, this letter set out that the contractor inspected the Tenant's unit on March 26, 2026 which was 9 months after the water damage occurred. This letter was not relevant to the situation and I did not allow the Tenant to rely on this letter.
20. The Landlord is entitled to payment of the damages done to Unit #202 and the Tenant will be responsible for that payment of \$1,130.00.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs

It is ordered that:

1. The Tenant shall pay the Landlord the sum of \$1,130.00 by April 24, 2026.
2. The Tenant shall also pay the Landlord the amount of \$186.00 which is the cost of the Landlord's application.
3. The total amount that the Tenant shall pay to the Landlord by April 24, 2026 is \$1,316.00.
4. If the Tenant does not pay the Landlord the full amount owing on or before April 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 25, 2026 at 4.00% annually on the balance outstanding.

April 13, 2026

Date Issued

Carrie Bertrand

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.