



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

File Number: LTB-L-049065-23

In the matter of: 6, 55 PROVENCE TRAIL
ETOBICOKE ON M9V5B6

Between: NIVLOG Investments Ltd Landlord

And

Georgina Duodu Tenants
Olivia Duodu

NIVLOG Investments Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Georgina Duodu and Olivia Duodu (the 'Tenant's') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

NIVLOG Investments Ltd (the 'Landlord') also applied for an order requiring Georgina Duodu and Olivia Duodu (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. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on April 7, 2026.

The Landlord's Legal Representative, Elaine Page attended the hearing. An employee of the Landlord, Brad Barbeau attended the hearing. A witness for the Landlord, David Whyte also attended the hearing.

The Tenant's Legal Representative, Naseer Ahmed attended the hearing. The Tenants also attended the hearing.

Determinations:

1. At the hearing, the Landlord's Legal Representative sought to withdraw the termination portion of this application.

2. I consented to this request, and the application proceeded on a monetary claim only.
3. As explained below, the Landlord has proven on a balance of probabilities the claim for compensation in the application.
4. The Tenants were in possession of the rental unit on the date the application was filed.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for Damages

6. The Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. The Tenants clogged the drainpipe in the bathtub.
7. The Landlord has incurred reasonable costs of \$1,483.04 to repair and replace the damaged plumbing in the bathtub.

Landlord's Witness

8. The Landlord's witness, David Whyte testified he is a licensed plumber.
9. He testified he is familiar with the rental unit.
10. He testified he was called to the rental unit due to a clogged bathtub. He testified he first tried to snake the drain, and it would not go in more than about a foot, when he pulled the cable of the snake out, it was covered in a cement-like substance.
11. He provided a work order dated June 11, 2022, confirming the visit and the clogged drain, and that he snaked it and he would require access to the rental unit below. DOC-2941390, Page 9.
12. He provided a work order dated June 13, 2022, confirming he visited the rental unit below and cut a hole in the ceiling of Unit 2 and located the bathtub drain for the rental unit, cut out a section of the pipe that was obstructed with solids, re installed new pipe and tested bathtub in rental unit. DOC-2941390, Page 10.
13. He testified the substance that was clogging the drain was not hair or any normal substance that you may typically see if a pipe is clogged, the substance was like a cement-like substance and could not be cut through with his machines.
14. He provided a photograph from his visit that he took, that shows the pipe completely clogged with what appears to be a solid substance. DOC 2941390, Page 5.
15. He testified he is very familiar with the plumbing system at the residential complex and has been doing work there for approximately 10 years. He testified it is not possible that the clogged drain in the Tenant's bathtub came from any other rental unit.

16. On cross examination he testified he did not advise the Tenants that the issue was not originating from their rental unit.
17. On cross examination, he testified that no other pipes cross over the pipes for the Tenants rental unit.
18. On cross examination he testified there is typically no maintenance for the pipes in the residential complex.

Landlord's Evidence

19. The Landlord's witness, Brad Barbeau testified he has been a Property Manager for 30 years and has been employed at the residential complex for approximately 7 years.
20. He testified he created a rough drawing of the plumbing system, which includes two horizontal drains and 2 vertical stacks. This drawing was created to show that each rental unit must be independent of the plumbing by law and cannot cross over. DOC- 2941390, Page 16.
21. He testified the rental unit is located on the 2nd floor of the residential complex.
22. He testified the only plumbing line that would be shared is the horizontal drain which leads to a vertical stack.
23. He testified it is not possible this blockage was coming from another location in the residential complex. For this blockage to have come from another rental unit, the other rental unit would have had to put something down one of their drains, then it would feed into the horizontal stack and then somehow go against gravity and push its way up through the P-trap. He states the blockage from the rental unit was on top of the P-trap, therefore, using the scenario that it came from somewhere else than that adjacent suite is not possible. If this was the case the other rental unit, the main horizontal drain and the vertical drain would be clogged.
24. He testified while the plumber was at the residential complex addressing the blockage he also inspected the clean outs, and he did not find the same substance that was in the Tenants drain.
25. He testified it was a very hard substance that was clogging the drain but not sure if it was cement, dirt or any other substance that hardened in the drain.
26. He testified the substance could not be chiselled out with tools and that is why the portion of the pipe needed to be cut out and replaced.
27. He provided a copy of a letter that was dated November 25, 2022, addressed to the Tenants that he personally wrote. This letter states in part that it had been brought to his attention that the Tenants, an occupant or visitor disposed of something down the drain of

the bathtub which caused the drain to be filled with a substance that created a solid blockage. It provided the Tenants with copies of the invoices with the amount of \$1,483.04, that the Landlord incurred to rectify the issue. It advised the Tenant it had been applied to their statement of account and is due immediately. It also mentions these invoices do not include the time of the superintendent which they are within their rights to seek reimbursement for. DOC-2941390, Page 4.

28. He provided an invoice dated June 11, 2023, from One Drop Plumbing Ltd in the amount of \$649.73, inclusive of HST. This amount was for the emergency call and to investigate why the bathtub was not draining. He testified this invoice was paid by the Landlord. DOC 2941390, Page 7.
29. He provided a second invoice dated June 13, 2022, from One Drop Plumbing Ltd in the amount of \$833.51, inclusive of HST. This amount represents the actual repair of the plumbing. He notes this does not include the damage that was done to the ceiling of the rental unit below when it had to be opened. DOC 2941390, Page 11.
30. On cross examination he testified the Tenants made an emergency call to the superintendent of the residential complex advising that their bathtub was not draining. He is uncertain if the superintendent visited the rental unit after the Tenants called her or if the plumber was just called. He states she is not at the hearing as she is deceased.
31. On cross examination he testified the rough drawing of the plumbing system did not specify where the blockage was and was drawn for the purpose of showing the plumbing system.
32. On cross examination he testified he believes the building was building sometime in the 1980's.
33. On cross examination he testified he had no knowledge of the Tenants bathtub drain being blocked in the past.
34. On cross examination he testified he was not aware of any complaints from other tenants in the building regarding the plumbing.
35. On cross examination he testified that the plumbing pipes do not require ongoing maintenance.

Tenant's Evidence

36. The Tenant, Olivia Duodu testified they moved into the rental unit tin May 2017.
37. She testified on June 11, 2022, the bathtub would not drain, and she notified the Landlord, and a plumber attended the rental unit the same day.
38. She testified when the plumber came to the rental unit that day, she was home, and the plumber put a snake down the drain, and he advised her that it went through with no resistance.

39. She testified he then told her that he needed access to the rental unit below her so he could check the main drain.
40. She testified on June 13, 2022, the plumber came back to the residential complex and visited the rental unit below, fixed the pipe and then came to her rental unit to complete the repair and after the repair everything was working.
41. She testified they received the letter dated November 25, 2022, that advised the Tenants that they were being charged the amount of \$1,483.04 for the clogged drain.
42. She testified after she received the letter she immediately reached out to the General Manager, Tammy Witherspoon about the issue and she assured her that they would not be evicted.
43. She testified she asked the General Manager for a map so she could understand the plumbing system and that is when she provided the handwritten drawing to her. DOC-2941390, Page 16.
44. She testified when she received the handwritten drawing she noticed on that drawing that her rental unit is Unit 6, and on the drawing, it placed her rental unit in the middle, however, her rental unit is on the left-hand side and Unit 7 is the middle unit and Unit 8 is the right-hand unit on this drawing.
45. She testified she found this drawing confusing, so she asked the General Manager for a floor plan of the residential complex. She provided her with a drawing; however, it appeared this drawing was not for the residential complex and was for a different address. DOC-2941390, Page 17.
46. She testified that Unit 8 was being renovated at the time of the issue and the Landlord's Property Manager, told the Tenants that it was possible that it could have been sand or cement that went into the pipes from Unit 8. She states if the substance is cement it came from the renovations in Unit 8.
47. She also testified that the Superintendents assistant was the individual residing in Unit 2, which is the unit directly below her rental unit. She states that it could be possible that the damage was done in Unit 2 by the superintendent's assistant.
48. She testified they have never put anything foreign down the drain and have never had any issues with the bathtub drain prior to this.
49. On cross examination she testified she is not a plumber, nor has she taken any plumbing courses.
50. On cross examination, she testified the plumber never stated that the substance was cement but was a cement-like substance..

51. On cross examination, she testified the plumber told her the issue was not originating from her rental unit.

Analysis

52. Under section 89 of the Act, a Landlord may apply to the Board for an order requiring a tenant to pay the reasonable costs that the Landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of the damaged property, if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or residential complex and the tenant is in possession of the rental unit.
53. I am persuaded by the Landlord's Property Manager and Landlord's witness testimony and evidence that there was a clogged drainpipe that originated from the Tenant's rental unit that resulted in the bathtub being clogged.
54. I accept both the testimony of the Landlord's Property Manager and the Landlord's witness that each unit has an independent plumbing system that does not cross over to other rental units. I also accept that based on the plumbing system that it would not be possible that this clogged bathtub was a result of another rental unit putting a foreign substance down the drain. The plumber is a licenced plumber and has been working in the residential complex for over 10 years and is very familiar with the plumbing system.
55. I also accept that at no time was the substance deemed to be cement but rather referred to as a cement-like substance. In my view this means that the substance was a hard substance that resembled cement, however, could have been a different substance that hardened like cement in the drainpipe.
56. I am not persuaded by the Tenants assertion that the clogged pipe drainpipe could be caused by renovations in another rental unit or that the superintendents assistant could have caused the damage in the lower unit, this was not substantiated.
57. I accept there was a handwritten drawing that was created by the Landlord's Property Manager. This was generated to provide a rough drawing to show the plumbing system and the two horizontal drains and 2 vertical stacks. This drawing was created to show that each rental unit must be independent of the plumbing by law and cannot cross over. I accept the other drawing the Tenants requested of the residential complex was not for the same address. I do not find the Landlord's mistake in providing the Tenants with a floor plan for another building somehow substantiates the Tenants are not responsible for the clogged drain.
58. I am granting the Landlord's request for an order requiring the Tenant to pay the Landlord \$1,483.04, because I am satisfied that this represents the reasonable out of pocket expenses that the Landlord has to repair and replace the clogged drain.

It is ordered that:

1. The Landlord's application for termination of tenancy is withdrawn.
2. The Tenant shall pay to the Landlord \$1,483.04, 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 \$1,669.04.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 29, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 30, 2026 at 4.00% annually on the balance outstanding.

April 15, 2026
Date Issued

Trish Carson
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.