



**Order under Section 69 / 88.1 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-012634-26

In the matter of: UNIT 1 (2ND FLOOR), 3 KENT ST. W.,
LINDSAY ON K9V3X9

Between: 2826060 ONTARIO LTD.. Landlord

And

NICOLE OLAIVAR Tenant

2826060 ONTARIO LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict NICOLE OLAIVAR (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

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring 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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on April 2, 2026.

The Landlord's Legal Representative, N. Little, the Landlord's Agents, M. Kerschl and R. Kerschl, and the Tenant, attended the hearing.

Determinations:

1. The Tenant stated that Adam Truax vacated the rental unit two years ago. The Landlord's Legal Representative requested to remove Adam Truax as a party in this application. This was not contested by the Tenant. Therefore, the application is amended accordingly.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on April 1, 2026.
4. As explained below, the Landlord has proven on a balance of probabilities the claim for compensation in the application. Therefore, the Tenant shall pay \$6,047.88 to the Landlord by April 25, 2026.
5. Based on the evidence before me, I was satisfied that the Tenant or an occupant of the rental unit had willfully or negligently caused undue damage to the residential complex as a result of water leaking from her unit into the commercial unit below.
6. The Landlord's Agent, Monika Kersch (MK), testified that on June 5, 2025, a technician working in the salon, the commercial unit below the Tenant's unit, called and advised that there is water dripping from the ceiling. MK also testified that one of the owners, Rudy, had contacted the Tenant at that time who in turn stated that her children had dumped some water out of the bathtub on to the floor. Under cross-examination, the Tenant acknowledged that her children had dumped two containers of water out of the bathtub onto the floor but she did not believe that was enough to cause any damage.
7. MK further testified that over the Labour Day weekend in 2025 they received a call from a stylist at the salon advising that water is pouring down from the ceiling. MK provided a copy of a video taken by the employees of the salon in regard to this incident into evidence (DOC-7646827pg38 1st link). Under cross-examination and by text message (DOC-7646827pg28), the Tenant acknowledged overflowing her bathtub on August 30, 2025.
8. The Tenant asserted that there were issues with the roof of the complex which affected the unit above hers, and issues with the flat roof which is adjacent to her unit which could affect the salon underneath. She stated that she had seen roofers come through her unit to inspect the flat roof and go into the unit above her over the last couple of years. Additionally, she also stated that she was instructed by the Landlord to not use the outdoor water hose on the flat roof area.
9. The evidence before me was insufficient to find that the cause of the water damage to the ceiling in the salon was a result of anything other than the Tenant's acknowledgement of water being dumped onto her bathroom floor and her overflowing the bathtub in August 2025. There was no dispute that the Tenant's children had dumped some water onto the floor of the Tenant's bathroom and that the Tenant had overflowed her bathtub on August 30, 2025. The Tenant's unit is directly above the salon. Under cross-examination, MK was not aware of any repairs to the roof since 2022 and the Tenant provided no specific dates as to when roofers were on site. Given this, I find it likely that there were roofers at the residential complex but that it was some time ago and most likely not related the incidents of water entering the salon in June and August 2025.
10. I find on a balance of probabilities that the Landlord will incur reasonable costs of \$5,861.88 to repair the damage and replace property that was damaged which cannot be repaired to the ceiling in the commercial unit. MK provided a copy of an estimate (quote)

from Castle Contracting & Renovations dated September 6, 2025 for this amount into evidence (DOC-7646827pg31).

11. The Landlord's Legal Representative submitted that the Tenant's conduct and undue damage to the residential complex had substantially interfered with the salon's business but failed to demonstrate that any reasonable out-of-pocket expenses were incurred or will be incurred by the Landlord as a result.
12. 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 tenancy between the Landlord and the Tenant is terminated as of April 1, 2026.
2. The Tenant shall pay to the Landlord \$5,861.88, which represents the reasonable costs of repairing the damage and/or 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 \$6,047.88.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 26, 2026 at 4.00% annually on the balance outstanding.

April 14, 2026
Date Issued

Lisa Del Vecchio
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.