



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

File Number: LTB-L-096932-25

In the matter of: 32, 800 WEST RIDGE BLVD
ORILLIA ON L3V 0A1

Between: Pavel Anissimov
Veronika Anissimova Landlords

and

Nicholas Paterson Tenant

Pavel Anissimov and Veronika Anissimova (the 'Landlords') applied for an order to terminate the tenancy and evict Nicholas Paterson (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.

This application was heard by videoconference on February 18, 2026.

The Landlord, Pavel Anissimov, and his representative, Olga Leyenson, and the Tenant and his representative, Amber Bos, attended the hearing.

Determinations:

1. The Landlords' representative requested that I amend the application to include a claim for reasonable costs necessary to repair or replace the damaged property in the amount of \$2,224.42. The Tenant's representative did not object and I granted the amendment.
2. The Tenant's representative requested to enter additional evidence in the form of photographs of the unit. The evidence had not been served on the Landlords in advance of the hearing in accordance with the Board's rules. The Landlords' representative objected on the basis that she did not have an opportunity to discuss the evidence with the Landlords or prepare reply evidence. Based on my inquiry, I found that the Tenant's representative had advance notice of the hearing but did not disclose the photographs; therefore, I denied her request.

N5 Notice - Wilful or Negligent Damage

3. The Tenant was in possession of the rental unit on the date the application was filed.

4. On October 10, 2025, the Landlords gave the Tenant an N5 notice with a termination date of November 7, 2025. The notice alleges that The Tenant, or a person permitted in the rental unit, caused substantial damage to the rental unit.
5. The Schedule "A" attached to the N5 notice alleges as follows: on January 18, 2025, the Tenant's daughter flushed items down the toilet which resulted in plumbing issues; on April 15, 2025, an inspection was conducted by the Landlords' contractor (CNB Renovation Ltd) which revealed damages to the unit caused by the Tenant.

Evidence and Submissions

6. Pavel Anissimov testified on behalf of the Landlords.
7. Mr. Anissimov testified that on January 18, 2025, a plumber from Mr. Rooters plumbing attended at the rental unit because the Tenant's daughter clogged the upstairs toilet. He referred to a Mr. Rooters plumbing invoice dated January 18, 2025 for \$464.42. The Tenant did not dispute this issue and invoice.
8. Mr. Anissimov also referred to the Schedule "A" attached to the N5 notice and stated that the Tenant has voided the notice in part by repairing items A, B, F, and H. He testified that the remaining items noted in the N5 Notice were not corrected by the Tenant during the voiding period, and those items are:
 - "(c) The shower head pipe mount is damaged and dangling from the wall (\$1,100);
 - (d) Basement bedroom the switch wall plate and two outlet wall plates are missing (\$180);
 - (e) Half of the basement door casing is missing (\$300);
 - (g) The basement hallway switch wall plate is missing (\$60);
 - (i) The third floor bedroom switch will (*sic*) plate is missing (\$60); and
 - (j) The laundry room left wall has a patched hole repair that requires painting (\$60)."
9. Mr. Anissimov referred to inspection reports dated January 18, 2025 and April 17, 2025 from his contractor, CNB Renovation Ltd. He also referred to photographs he took in May 2019 which depict the condition of the rental unit prior to the Tenant taking occupancy. I inquired whether there were before photographs of the items in dispute. Mr. Anissimov referred to photographs taken by him in May 2019, of two separate washrooms in the property. Both images depict a hole in the wall behind the showerhead pipe mount.
10. The Tenant denied causing damage to the shower head pipe mount. He testified that the head pipe mount was already damaged when he moved into the rental unit.
11. As for the items D, E, G, I, and J listed on the Schedule A to the N5 notice, the Tenant did not dispute the damage. He testified that he is a contractor and is able to fix the items. I inquired as to why the Tenant did not correct the issues within the voiding period. The Tenant testified that he was not aware of the requirement.
12. The Landlords' representative submitted that the Tenant was represented at the time the N5 notice was served and had the opportunity to void the notice but he did not. She requested an order to terminate the tenancy and to expediate enforcement.

Analysis and Findings

13. The N5 Notice was served pursuant to subsection 62 of the *Residential Tenancies Act, 2006* (Act) which states:

62 (1) A Landlords may give a tenant notice of termination of the tenancy 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 the residential complex.

14. With respect to the Mr. Rooters plumbing invoice dated January 18, 2025 for \$464.42, I accept the Landlords' evidence that a plumber attended the rental unit and that they incurred the cost of \$464.42. I also accept the Tenant's admission that his daughter flushed items down the toilet causing the toilet to get clogged. Therefore, I find that the Tenant caused this undue damage negligently. The Tenant shall pay the Landlord \$464.42 which represents the Landlord's reasonable out-of-pocket repair expenses.
15. I also accept the Tenant's admission that he caused damage to the items D, E, G, I, and J listed on the Schedule A of the N5 notice and find that the Tenant caused this undue damage wilfully or negligently. The Tenant shall pay to the Landlord \$660.00 which represents the Landlord's reasonable out-of-pocket repair expenses.
16. With respect to item C: "shower head pipe mount is damaged and dangling from the wall and will need to be remounted." Mr. Anissimov referred to before photographs of two separate washrooms which depict a shower head pipe mount. He also testified that there is more than one washroom in the rental unit. While CNB Renovation Ltd's report refers to the second floor shower head pipe mount, I find that the N5 notice does not clearly specify which washroom in the rental property contains the damage shower head pipe mount.
17. The Landlords relied on the CNB Renovation Ltd's report which states that "the shower head pipe mount was damaged, if it was not mounted from beginning, it wouldn't have started to dangle just now." This statement and the report could not be challenged because no one from CNB Renovation Ltd attended at the hearing to testify. I find there is insufficient evidence to establish the prior condition of the shower head pipe mount or that the Tenant wilfully or negligently caused damage. Therefore, this portion of the Landlords' claim is dismissed.

Relief from Eviction

18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
19. While I am satisfied that the Tenant is responsible for some of the alleged damage, I am not satisfied that termination of the tenancy is warranted given that the remaining issues are repairable and relatively minor in nature. In the circumstances, eviction would be disproportionate to the nature of the proven damages. Therefore, I decline to terminate the tenancy and instead order the Tenant to compensate the Landlord for the reasonable costs incurred to repair the damage.

It is ordered that:

1. The Tenant shall pay to the Landlord for damages of \$1,124.42.
2. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$ 1,310.42.
4. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

April 14, 2026
Date Issued

Adeela Alvez
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.