



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Liao v Videla, 2026 ONLTB 34228

Date: 2026-04-28

File Number: LTB-L-008163-26

In the matter of: 805, 228 Queens Quay West
Toronto ON M5J2X1

Between: Weihua David Liao Landlord

And

Monserrat Videla Tenant

Weihua David Liao (the 'Landlord') applied for an order to terminate the tenancy and evict Monserrat Videla (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 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.

This application was heard by videoconference on March 24, 2026 at 3:01 p.m.

The Landlord Weihua David Liao and the Tenant Monserrat Videla attended the hearing.

Preliminary Issues:

Request to Amend

1. The parties consented to amend the application to change the total quantity of the damages sought by the Landlord from \$23,629.57 to \$13,585.73.
2. Section 201(1)(f) of the *Residential Tenancies Act, 2006* (the 'Act') states:

The Board may, before, during or after a hearing, on its own motion and on notice to the parties, amend an application if the Board considers it appropriate to do so and if amending the application would not be unfair to any party

3. As the request was undisputed, the application was amended.

Request to Combine

4. The Landlord requested to combine their upcoming L1 application with today's L2 application.
5. Section 198(1) of *the Act* allows the Board to hear applications together if it would be fair and expeditious.
6. The Landlord L1 application is based on an N4 notice for arrears of rent. Today's hearing, the Landlord's L2 application is based on an N5 notice claiming substantial interference and negligent or willful damage.
7. After taking submissions from the parties, there are no overlapping issues or claims made between these applications. The two applications trigger different sections of the Act and have different legal tests. As such, it is very unlikely that having the matters heard separately would result in inconsistent findings.
8. Further, the Landlord has failed to articulate how the applications will have potentially overlapping allegations, incidents, complaints, and if the parties will rely on the same witness, evidence, or submissions in both matters. As such, I find there is no risk for inconsistent findings if the applications were to be heard separately, as the claims do not overlap.
9. As a result, the request to combine the applications is denied.

Request to Adjourn

10. As a preliminary matter, the Tenant requested an adjournment of the proceedings citing a lack of time to prepare for the hearing and retain legal representation, claiming the Tenant had not received the Notice of Hearing until March 22, 2026 and speaking to Duty Counsel. Taking in submissions from both parties at this hearing, I determined the adjournment was not to be granted. My reasons for denying this adjournment are as follows.
11. The Landlord's representative objected to the adjournment due to the prejudice an adjournment would cause the Landlord as the matter was urgent, and repairs were significant. The Landlord's representative further claimed the Tenant had more than enough time to secure representation and prepare for a hearing which was straight forward in nature and that all evidence had been disclosed in a package to the Tenants more than 7 days before the hearing including the Landlord providing notice to the Tenant. I will also note the Tenant consented to receive evidence via email.

12. Section 183 of *the Act* states that the Board shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
13. I find that the Tenant received adequate notice of the hearing, as the Notice was sent by the Board and had a reasonable opportunity to obtain legal representation including speaking with Duty Counsel. Both sides were present at the hearing and the Tenants had received the Landlords' evidence at least 7 days before the hearing in accordance with LTB Rule of Procedure 19. I am therefore satisfied that the Tenants had an adequate opportunity to know the issues and be heard on the matter.
14. I have taken into consideration the Tenant's needs for accommodation, and the Tenant, while I sympathize with her condition, presented no medical documentary evidence to support her testimony. I also find the Tenant, has been articulate during these preliminary matters, clearly stating her arguments and speaking to evidence. Under the circumstances, I am prepared to proceed, while taking frequent breaks in order to provide the Tenant with accommodations.

Determinations:

15. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy with respect to negligent or wilful damage; however, I find the Landlord has established on a balance of probabilities grounds in the N5 Notice arising from the Tenant's substantial interference with the Landlord lawful rights, privileges, or interests, by not preparing the unit and denying the Landlord entry to repair the unit; although in these circumstances, the proven conduct does not warrant termination of the tenancy, so the tenancy shall continue subject to the conditions below. Below are my reasons.
16. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

17. On January 20, 2026, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleged on November 23, 2025 the Tenant negligently caused water damage by clogging the toilet in the rental unit; on January 14, 2026 the Tenant substantially interfered with the Landlord's lawful rights, privileges or interests, by denying the Landlord's agent entry to inspect and repair the unit; on January 15, 2026 the Tenant substantially interfered with the Landlord's lawful rights, privileges or interests by failing to prepare the unit for remediation.
18. Section 64 of the *Residential Tenancies Act, 2006* (the 'Act') states:

1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the

landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

3) The notice of termination under subsection (1) is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission.

19. The Tenant had 7 days to void the notice which means the Tenant would have to cease the behaviour that gave rise to the N5 notice continued during the period from January 21, 2026 to January 28, 2026. In this case, it was undisputed that the Tenant continue to deny entry to the Landlord, failed to prepare their unit for remediation, or take steps to repair the damage. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of *the Act*.

Landlord's evidence

20. The Landlord submitted that on November 23, 2025, a flood occurred originating from the Tenant's unit (Unit 805), which caused damage to neighbouring units, including Unit 806.

21. The Landlord relied on:

- A Mainline Plumbing Services invoice dated November 23, 2025, in the amount of \$484.00;
- An incident report prepared by the superintendent confirming flooding from Unit 805 into adjacent units; and
- Evidence that a plumbing auger was required to clear a blockage in the toilet.

22. The Landlord testified that the use of an auger is indicative of improper use of the toilet and supports a finding that the Tenant negligently caused the blockage.

23. The Landlord also provided evidence of remediation work, including:

- Mold remediation completed by Argo dated December 20, 2025, including work in Units 806, 706, other units, and common hallways;
- An Argo report dated January 31, 2026, identifying suspected mold and recommending further access to the rental unit; and
- Correspondence from Argo indicating that the Tenant did not permit access for remediation work on multiple occasions, including January 14 and January 15, 2026;

24. The Landlord claims total repair and remediation costs of \$22,833.15, with partial insurance coverage of \$11,229.84.

25. The Landlord submitted that the Tenant failed to mitigate damages by denying timely access and failing to prepare the unit for remediation.

Tenant's evidence

26. The Tenant testified that on November 23, 2025, the toilet backed up during normal use after flushing where the water level rose and did not drain properly. The Tenant further testified that later that evening, at approximately 6:30 p.m., they discovered flooding and contacted the building concierge.
27. The Tenant denied placing any improper materials into the toilet and testified that the toilet contained only normal waste and toilet paper.
28. The Tenant further testified that building staff and plumbers attended the unit, used industrial fans for several days, and resolved the immediate issue.
29. With respect to access, the Tenant acknowledged delays but attributed them to health-related limitations, including a disability and illness. The Tenant testified that the rental unit contained personal belongings that needed to be moved before remediation work could occur; however, due to her medical condition, she was physically unable to move items without additional time and assistance.
30. The Tenant further testified that they were willing to provide access but required time and resources to prepare the unit and move her personal items. The Tenant relied on correspondence indicating that they were ill as of February 23, 2026, and unable to comply immediately with access requests.

Analysis – Substantial Interference

31. I find the Tenant did not provide timely access to the Landlord and its contractors, or prepare the unit, for the purpose of completing remediation work following the flood. The documentary evidence, including correspondence from Argo dated December 20, 2025, and subsequent entries in January 2026, supports that access was requested and not granted.
32. The Tenant did not dispute that access was denied or delayed; however, submitted their actions were reasonable given that their disability, illness, and inability to move belongings prevented them from preparing the unit for entry.
33. While I accept that the Tenant experienced health-related challenges, the Tenant provided no evidence of reasonable steps taken to facilitate access within a reasonable timeframe, particularly given the urgency of remediation following water damage and suspected mold. The documentary evidence, including the correspondence dated December 20, 2025, and subsequent entries in January 2026, establishes that the Landlord and its agents made repeated efforts to arrange access to the rental unit. These efforts including written requests, attendance to the unit, and attempts to coordinate entry for the necessary remediation work. The evidence also indicates that access could not be completed due to the condition of the unit and the Tenant's failure to prepare it.

34. Conversely, the Tenant provided no evidence of reasonable steps taken to facilitate access, despite her medical challenges. In particular, there is no evidence to show that Tenant attempted to make alternative arrangements with the Landlord to permit partial, or staged access or proposed alternative dates and times within a reasonable timeframe.
35. Therefore, in these circumstances, I find that the Tenant's failure to provide access substantially interfered with the Landlord's lawful rights, privileges, or interests.

Analysis - Undue or Negligent Damage

36. There is no dispute that a flood originated from the Tenant's unit on November 23, 2025, and that the toilet was clogged and required clearing with an auger. However, the Landlord bears the burden of establishing, on a balance of probabilities, that the damage was caused by the Tenant's negligent or willful conduct.
37. The Landlord's evidence does not establish this.
38. The Landlord's position relies primarily on an allegation that the Tenant's toilet was in good condition prior to November 23, 2025, a flood occurred, followed by evidence that an auger was used to remedy the clogged toilet. The Landlord submits that the use of an auger indicates improper use of the toilet. I do not accept that submission as this reasoning is insufficient to establish negligence.
39. The evidence, in particular the reports and invoices produced by the contractor establishes only that a blockage occurred; however, the evidence does not bridge the gap between identifying the cause of the blockage or linking it to any negligent act or omission by the Tenant. There is no direct or expert evidence demonstrating that linkage insofar the plumbing records do not indicate the presence of foreign objects inserted by the Tenant or misuse; moreover, there is no evidence that the Tenant placed inappropriate materials into the toilet.
40. I accept the Tenant's evidence that the toilet was used in a normal manner and became clogged during ordinary use and prefer it over the Landlord's evidence. I will also note that the Landlord did not call any witnesses who may have observed the cause of the obstruction in the toilet directly, in particular the contractor. Further, there was no evidence before the Board that the Landlord was unable to locate these witnesses, or any reason given as to why these potential witnesses were not called to testify, in particular the plumber. Had these individuals been summoned or called as witnesses, their testimony would have been subject to cross-examination and may have added credibility to the Landlord's submissions, specifically with respect to depicting the cause of the blockage.
41. In the absence of evidence establishing the cause of the blockage, I am not satisfied that the Landlord has proven that the Tenant caused the damage negligently or willfully.
42. Accordingly, this ground is not established, and this portion of the Landlord's application is dismissed. As such, the Landlord is not entitled to the compensation for damages, as alleged, in the Landlord's application.

Relief from eviction

43. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of *the Act*.
44. I am satisfied that the conduct at issue is specific and capable of being remedied. The breach arises from the Tenant not providing timely access to the Landlord and its contractors, and the Tenant's failure to prepare the unit, for the purpose of completing remediation work following the flood, both of which is within the Tenant's control to correct.
45. There is insufficient evidence before me to conclude that the circumstances give rise to such an immediate or irreparable risk of harm as to justify termination of the tenancy at this time. Moreover I have considered the Tenant suffers from a medical condition, and as a result it would be difficult to compete a housing search and find a suitable unit that can accommodate the Tenant; the Tenant's primary source of income is ODSP, and that finding a new unit that is both affordable and suitable for the Tenant in the community would be challenging given the current rental market conditions. In these circumstances, I find that it is appropriate to grant the Tenant an opportunity to preserve the tenancy by complying with clear conditions that allows the Landlord to complete the remediation work.
46. Accordingly, I will issue a conditional order requiring the Tenant to appropriately prepare her unit and provide timely access to the Landlord to remediate and repair the unit. If the Tenant complies with these conditions within the specified time, the tenancy shall continue. However, failure to comply may result in the termination of the tenancy without further notice.
47. The Landlord also 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 continues if the Tenant meets the conditions set out below.
2. The Tenant shall not obstruct the Landlord to access the rental unit for the purpose of completing maintenance and remediation work, and shall, on or before May 15, 2026, prepare the rental unit by moving personal belongings as necessary to permit such access.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

5. If the Tenant does not pay the Landlord the full amount owing on or before May 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 10, 2026 at 4.00% annually on the balance outstanding.

April 28, 2026

Date Issued

Greg Witt

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.