



## **Order under Section 87 Residential Tenancies Act, 2006**

**File Number:** LTB-L-103056-25

**In the matter of:** UNIT 2201, 195 REDPATH AVE  
TORONTO ON M4P0E4

**Between:** Lei Yan Landlord

**And**

Steven Garmaise Former Tenant  
Susan Rebick  
Mat Garmaise

Lei Yan (the 'Landlord') applied for an order requiring Steven Garmaise, Susan Rebick and Mat Garmaise (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on March 30, 2026.

Only the Landlord and the Landlord's Legal Representative Yun Tao Li attended the hearing.

As of 9:39am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

### **Determinations:**

#### *The Request to amend*

1. The Landlord filed a request to amend the Application to remove the claims for arrears and add a damages claim of \$12,386.15 for damages and \$400.00 for costs related to inference.
2. I am satisfied that the Landlord has complied with Rule 15 of the Board's rules of Procedure and has served the request to amend on the Board and the Tenant 30 days

prior to the hearing date. I am also satisfied that the Landlord has served the Tenant with the Amended Application and Notice of Hearing 30 days prior to the hearing date.

3. Therefore, as the Tenant has received the amended Application and is aware of the new claims from the Landlord, I am satisfied there is little prejudice to the Tenant in amending, I also note that the Tenant has not attended the hearing to contest the request to amend.

### *The L10*

4. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, The Tenant shall pay to the Landlord \$4,118.58
5. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
6. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
7. These documents were served on February 26, 2026, by email. I am also satisfied that the documents have come to the Tenant's attention.
8. The Former Tenant vacated the rental unit on November 26, 2025.
9. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
10. The lawful rent was \$2,150.00. It was due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$70.68. This amount is calculated as follows: \$2,150.00 x 12, divided by 365 days.
9. The Former Tenant has not made any payments since the application was filed.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

### *Damages*

11. The Landlord relied on photographs of the rental unit taken in April 2023 depicting the condition of the rental unit prior to the Tenant taking possession. They depict a clean and undamaged rental unit.
12. The Landlord testified that on October 8, 2025, she received an email from the condo management office indicating that the Tenant had caused a major flood by leaving the shower running on October 5, 2025.
13. She testified that this caused the unit, the hallway of the complex, and the unit below to flood.

14. The email explained that at approximately 1:40pm another resident reported water leaking and building security attended the rental unit and determined that there was an active leak from coming from the rental unit because the shower had been left running, which caused water to overflow and leak into several surrounding units.
15. The Landlord also relied on a detailed cause of loss report prepared by Westwood R&R Group which determined that the leak was caused by the Tenant leaving the shower running and detailing the damage caused by the leak. The reported is very detailed, and I am prepared to accept the finding contained within.
16. The Landlord testified that she reported the damage within the rental unit to her insurance company, and they assessed a total repair costs of \$6,885.65 to repair the damage caused by the flood within the rental unit. The Landlord testified that she has a \$5000.00 deductible, however the rest of the damage costs were covered by her insurer.
17. The Landlord also testified to a condo chargeback of \$11,924.63 to repair the damage caused within the hallway. She testified that this charge was covered by her insurance company.
18. The Landlord testified that she only paid out of pocket \$5000.00 for the leak in the rental unit and sought reimbursement of this amount.
19. She also testified that the floor of the unit below was damaged by the water leak and the owner of that unit requested that she pay them \$5000.00 to replace the flooring in that rental unit. She testified that the owner of the unit below has filed a small claims court case against her seeking reimbursement for these costs. The Landlord relied on an email from the owner of the unit below requesting that she cover the costs to repair the flooring in that unit. The email explains that the Landlord may choose to arrange the flooring repair directly or may reimburse the downstairs owner \$3000.00.
20. The Landlord has not made any payments towards the unit below. She testified that she has spoke to her insurance company who will be filing a defence on her behalf. She testified that she was not sure what would occur if the owner downstairs was successful in their claim.
21. The Landlord also testified that the Tenant damaged the kitchen backsplash, toilet and shower, and these costs were unrelated to the flood.
22. The Landlord testified that when she inspected the rental unit after the Tenant vacated, she determined that the kitchen backsplash, the toilet lid, and the soap stand within the shower were all broken. In support of this assertion the Landlord relied on photographs depicting the damage to the toilet and shower, and backsplash.
23. The Landlord relied on an invoice from Hongsheng Constriction LTD indicating a total cost of \$565.00 to repair the backsplash, \$169.50 to repair the toilet lid, an additional 169.50 to repair shower hardware and \$395.50 to paint the washroom.
24. Based on the Landlord's uncontested testimony I am satisfied that the Tenant has damaged both the rental unit and residential complex on October 5, 2025 by falling asleep with the shower running and causing a flood the rental unit. The cause of loss report prepared by the complex and relied on by the Landlord is very comprehensive. And I am

satisfied that it, along with the Landlord testimony establishes that the Tenant caused this damage.

25. I also accept that the Landlord incurred costs of \$5000.00 as a result of these damages. While the bulk of the costs were covered by her insurer, I am satisfied that the Landlord has demonstrated that she has a \$5000.00 deductible, which she paid out of pocket.
26. I am also satisfied, based on the Landlord's uncontested testimony and the comprehensive pictures provided that the Tenant damaged the kitchen backsplash, toilet, shower, and bathroom. I also accept the invoices relied on by the Landlord and accept that she has incurred costs of \$1299.50 to repair these damages.
27. However, I am not satisfied that the Landlord has demonstrated that they will incur reasonable out of pocket costs of \$5000.00 to repair the flooring in the unit below. I note that while the Landlord claimed \$5000.00 in compensation the email she relied on provides the option to repair the flooring at her own cost, or pay \$3000.00. Additionally, while the Landlord testified that the owner of the unit below has filed a small claims court action, she did not provide any documentation in support of this and testified that her insurance company is handling her defence and she is not aware what will occur if the suit is successful. Therefore, I am not satisfied that the Landlord has demonstrated that she has incurred or will incur out of pocket expenses of \$5000.00.
28. Therefore, the Tenant shall be ordered to pay to the Landlord \$6,299.50 for the reasonable costs the Landlord has incurred to repair the damages.

#### *Rent Deposit*

15. The Landlord collected a rent deposit of \$2,150.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
16. Interest on the rent deposit, in the amount of \$30.92 is owing to the Former Tenant for the period from May 1, 2025 to November 26, 2025

#### **It is ordered that:**

1. The Former Tenant shall pay to the Landlord \$6,299.50, which represents compensation for damages.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$2,180.92 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. Therefore, The Tenant shall pay to the Landlord \$4,118.58\*. See Schedule 1 for the calculation of the amount owing.
5. If the Tenant does not pay the Landlord the full amount owing on or before May 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 11, 2026 at 4.00% annually on the balance outstanding.

**April 29, 2026**  
**Date Issued**

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Reid Jackson  
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.

\* Refer to the attached Summary of Calculations.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**Amount the Former Tenant must pay the Landlord:**

|                                                                  |              |
|------------------------------------------------------------------|--------------|
| Damages                                                          | \$6,299.50   |
| Application Filing Fee                                           | \$186.00     |
| Less the amount of the last month's rent deposit                 | - \$2,150.00 |
| Less the amount of the interest on the last month's rent deposit | - \$30.92    |
| Total amount owing to the Landlord                               | -\$4,118.58  |