



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

File Number: LTB-L-092458-25

In the matter of: 303, 6601 MCLEOD RD
NIAGARA FALLS ON L2G3G3

Between: 786 HAMDANI LTD Landlord

And

LINDA KROENING (LK) Tenants
GARRY NAYLOR (GN)

786 HAMDANI LTD (the 'Landlord') applied for an order to terminate the tenancy and evict LINDA KROENING and GARRY NAYLOR (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 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

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

The Landlord also applied for an order requiring 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.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit or someone the Tenants 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 February 9, 2026.

The Landlord's Agent, Jen Corrigan, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, I find it appropriate to exercise my discretion to grant relief from termination. Therefore, the tenancy shall continue on the conditions ordered below.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N5 Notices of Termination

3. On September 2, 2025, the Landlord gave the Tenants a first, voidable N5 notice of termination, deemed served the same day, containing allegations that the Tenants substantially interfered with the Landlord's reasonable enjoyment of the residential complex through their participation in a disturbance in the residential complex on August 25, 2025, specifically by yelling and swinging a baseball bat.
4. After issuing the N5 notice, the Tenants did not persist in the behaviours during the 7-day voiding period (September 3-9, 2025). Therefore, the Tenants voided the first N5 notice.
5. The Landlord was allowed to give the Tenants a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
6. On November 3, 2025, the Landlord gave the Tenants a second N5 notice of termination, deemed served the same day. The notice of termination contains the following allegations:
 - a) The Tenants substantially interfered with the Landlord's reasonable enjoyment of the residential complex by, contrary to their lease, operating a washing machine in their rental unit, causing leaks and plumbing issues on or about October 28, 2025; and
 - b) The Tenants wilfully or negligently damaged the rental unit or residential complex by operating a washing machine in their rental unit, contrary to their lease, on October 28, 2025, which caused the plumbing to leak and pressure valves to blow off, causing \$745.00 in damages.

Landlord's Evidence

7. The Landlord's Agent testified that:
 - a) On or about October 28, 2025, the tenants in unit 203 (immediately below the Tenants) complained that the kitchen water shut-off valves in their unit randomly leaked and popped off, causing flooding in their unit;
 - b) Also on or about October 28, 2025, when undertaking cleaning in unit 103 (after the tenant vacated), the Landlord noted significant water beneath the kitchen cupboards and damp drywall in the kitchen;
 - c) Upon further investigation, it was noted that there was a significant amount of soapy water in the plumbing "stack" that ran through units 102, 203 and 303;

- d) The residential complex is over 45 years old, and the plumbing cannot handle the use of modern appliances (like a washing machine) in individual rental units;
 - e) The repairs to the rental unit were undertaken by staff of the Landlord, so no receipts are available.
8. The Landlord submitted a copy of the residential lease, signed by the Tenants, dated June 1, 2021. Schedule B to this lease contained the following provisions:
- 12. PROHIBITED: INSTALLATIONS OF EQUIPMENT, EXCHANGES OF APPLIANCES, GAS EQUIPMENT, DIRECT WIRING, EXCESSIVE UTILITY USE: APPLIANCE EXCHANGE, EXTERIOR ASSEMBLIES, UNIT MODIFICATIONS ARE TO BE REQUESTED IN WRITING, APPROVAL OF HEAD OFFICE AND SUPER REQUIRED.
 - 13. TENANT SHALL NOT CONNECT TO THE UTILITIES VIA INSTALL OR USE OF EQUIPMENT IN OR ABOUT THE PREMISES THAT USES EXCESS WATER, LIGHTING OR POWER, OR SUFFER OR PERMIT ANY ACT THAT CAUSES EXTRA BURDEN UPON THE UTILITIES OF SERVICES.
9. The Landlord provided into evidence a written statement from the superintendent, dated February 3, 2026, which indicated that the superintendent attended the rental unit on October 28, 2025, and spoke with Tenant GN, wherein he admitted to the superintendent that he was operating a washing machine in the rental unit.

Tenant's Evidence

10. Tenant LK testified that:

- a) She acknowledged that there was a washing machine in the rental unit, but that it did not cause the damage being claimed by the Landlord. She indicated that other units in the residential complex had washing machines and that these probably caused the damage being complained of;
- b) In an effort to preserve her tenancy, she paid the Landlord \$745.00 in damages on November 10, 2025 and provided a receipt for this payment into evidence; and
- c) The washing machine was removed from the rental unit on October 31, 2025.

Analysis

11. I am satisfied, on a balance of probabilities, based on the evidence before me, that the Tenants substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another tenant by operating a washing machine in their rental unit, contrary to the provisions of their lease.
12. The Landlord provided a copy of their lease, which included provisions prohibiting the use of appliances like a washing machine in individual rental units without prior permission,

along with photographs and statements supporting their allegation that the Tenants both possessed and operated a washing machine in the rental unit.

13. The Tenants acknowledged having and using a washing machine in the rental unit.
14. I also find that the Tenants wilfully or negligently caused undue damage to the rental unit or residential complex through their operation of the washing machine, contrary to the provisions of their lease. The damage to the plumbing and drywall in the rental units below the Tenants' rental unit was clearly presented by the Landlord and it is reasonable to find that the Tenants were the cause of the damage, based on their installation and use of the washing machine, the age of the residential complex's plumbing and the location of the plumbing "stack" in the residential complex.
15. Based on the evidence before me, I am satisfied, on a balance of probabilities, that the Landlord has incurred \$745.00 in reasonable costs associated with repairing damages in the residential complex.
16. While the Landlord did not provide copies of repair bills for the alleged damages, they did provide photographs of the damage. I find that \$745.00 is a reasonable amount to repair the identified plumbing and drywall issues associated with the flood that was caused by the Tenants' washing machine.
17. As the Tenants have already paid the Landlord \$745.00 in relation to this repair bill, no further payment by the Tenants is required for the damages.
18. The Landlord also claimed \$400.00 in out-of-pocket expenses on their application in relation to the alleged substantial interference.
19. No evidence was provided of these out-of-pocket expenses at the hearing. As such, I find that the Landlord has not proven that they incurred or will incur reasonable out-of-pocket expenses.
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

21. The Landlord requested a termination of the tenancy. They indicated that the relationship with the Tenants was difficult and adversarial.
22. The Tenants submitted that they paid the requested damages and wish to preserve their tenancy. They removed the washing machine from the rental unit and have not used one in the rental unit since.
23. While I accept that the relationship between the parties may be acrimonious, this does not sway me to terminate the tenancy. The Tenants have paid for damages and agree to not use one in the rental unit on a go forward basis.
24. Therefore, terminating this tenancy and evicting a tenant from a rental unit will be harsh based on the evidence before me and the purpose of the *RTA*.

25. 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. I accept the Tenants' testimony that they have adjusted their behaviour and that they made restitution to the Landlord for the damages they caused in a timely fashion.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the following conditions:
 - a) The Tenants shall not install or use additional major appliances in their rental unit without approval from the Landlord.
2. Starting from the date of this order and for two years going forward, up to and including May 6, 2028, if the Tenants fail to comply with the condition set out in paragraph 1 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 Tenants. 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 Tenants.
3. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenants do not pay the Landlord the full amount owing on or before May 18, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 19, 2026 at 4.00% annually on the balance outstanding.

May 7, 2026
Date Issued

Curtis Smith
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.