



Order under Section 89 Residential Tenancies Act, 2006

Citation: Lalonde v Eloifi, 2026 ONLTB 35295

Date: 2026-05-07

File Number: LTB-L-012408-26

In the matter of: A, 488 LALONDE ST
ROCKLAND ON K4K1B1

Between: Patrick Lalonde Landlord

And

Ayman Eloifi Tenants
Rihab Znazen

Patrick Lalonde (the 'Landlord') applied for an order requiring Ayman Eloifi and Rihab Znazen (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.

This application was heard by videoconference on April 28, 2026.

The Landlord's Agent, Carolyn Bjerring, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities that the Tenants caused the undue damage wilfully or negligently. Therefore, the application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed.

Landlord Evidence:

3. The residential complex is a two-unit complex where the wastewater system is shared.
4. The Landlord's Agent testified that on October 24, 2025, the sewage pump failed due to grease. She advised the Tenants to review the wastewater policies of the City of Clarence-Rockland (The City) (Exhibit 1 - DOC-7336338).

5. On December 28, 2025 the pump got stuck with wipes and the Landlord incurred an expense of \$3545.38 for an emergency repair call over the holidays. Receipt from CMF Plumbing Services, Inc. DOC-7336258 was provided in evidence (Exhibit 2).
6. A week later, on January 6, 2026 white obstructions, such as wipes and feces backed up into the basement and a cleaning service was called. The Landlord's Agent provided pictures of the pump in DOC- 73362899 and 736287, DOC-7336283 and DOC-7336291 (Exhibit 3). She explained that sewage backed up due to gravity and the clogged plumbing system.
7. The Landlord incurred expenses of \$415.28 for plumbing services and \$135.60 for cleaning services. (Exhibit 4 - DOC-7336255)
8. She relies on an email from the plumber, Erik Lemieux, from Complete Plumbing, dated April 26, 2026 that the he had a conversation with the Tenant RZ but says to Carolyne,

"I'm not sure the conversation was understood. Her replies were agreeing with the fact that she was using wipes and it has caused issues with the pump downstairs but I would certainly have an other [sic] conversation with her to ensure she understands." (Exhibit 5 - DOC-7748870)
9. The Landlord's Agent did not call the plumber as an expert witness.
10. She also testified that the Landlord has not brought a similar application against the Tenants in the second unit.

Tenants' Evidence

11. The tenancy began July 1, 2025 in Unit A. The Tenants moved in a full month before their neighbours in Unit B, who moved in on August 1, 2025.
12. The Tenants submit that there were no sewage problems when they occupied the unit until October 2025. The Landlord's Agent could not confirm this because she was not employed at the time.
13. The Tenant RZ works from home and her partner, AE, works out of the house. They rarely cook at home.
14. The Tenants denied that they use wipes or put grease down the sink. They said they only use an air fryer and do not use oil.
15. RZ's testimony about the conversation with the plumber is that she was working from home that day, she had meetings and was busy and so to hurry along her conversation with the plumber, she nodded and acknowledged the things he said, but at no time did she take responsibility for the wipes in the sewage pump.
16. The Tenants pointed to the photos and indicated there were signs of buildup over time, not due to a single event. The Tenants also dispute that the photos do not show the origin of the waste or residue.

17. The Tenants also point to previous problems with the pump: the December 28 invoice from the CMF plumbing services indicates that the plumber's opinion was that the "pump got jammed up due to the restriction on the discharge pipe. As it is reduced from 2"(inch) down to 1"(inch) [sic]. Discharge pipe should be dealt with ASAP as I think it could burn out the pump."
18. Again, on January 8, 2026 on the Complete Plumbing Invoice, the plumber wrote "Check valve flapper was not closing properly therefore water coming back from outside tap was filling up between $\frac{1}{2}$ and $\frac{3}{4}$ of pit."
19. The Tenants submit these are long-standing problems with the pump that do not have anything to do with them.
20. There was no mention of wipes in Ms. Bjerring's email of October 24, 2025.
21. RZ indicated that had the Landlord conducted an inspection of the rental unit, he would find no evidence of wipes or grease.
22. The Tenants also testified that they were never provided with instructions on how to use the plumbing system.
23. In cross-examination, the Tenants admitted to reviewing the City's website for water usage and disposal. They also testified that they knew they could not flush wipes or put grease down the sink. They said they only put toilet paper down the toilet.

Analysis:

24. Section **89** (1) of the Residential Tenancies Act, 2006, states,

"A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant **wilfully** or **negligently** causes or caused **undue damage** to the rental unit or the residential complex"

[emphasis added]

25. The Landlord has the burden of demonstrating on a balance of probabilities that the Tenants wilfully or negligently caused undue damage to the rental unit.
26. I do not find this burden has been met for the following reasons.

27. I found the Tenants to be credible witnesses. They presented their evidence in a straightforward and forthcoming manner. I accept that they do not use cooking oil or wipes and were aware wipes could not be flushed down the toilet.
28. The Landlord's Agent failed to give a reasonable explanation as to why these Tenants were being held responsible for the damage to the sewage pump when the wastewater system is shared. She did not call the other neighbours or the plumber as witnesses. There was no evidence adduced as to the origin of the grease or the wipes. And a similar application has not yet been filed against the other Tenants, which I find curious and unfair.
29. In my view, the Tenants successfully rebutted the allegation by pointing out mechanical faults in the pump that are unrelated to what goes down the drain. They cannot be held responsible for a pump that is not maintained or functioning properly.
30. The invoices of December 28, 2025 and January 8, 2026 both indicate mechanical problems that needed to be fixed. There was no evidence as to whether these defaults were corrected because the Landlord did not call the plumber as an expert witness.
31. The plumber did not attend the hearing to provide direct evidence. As such, the Tenants have no meaningful way to challenge the reliability or credibility of the email sent to the Landlord. I believe giving any weight to this evidence would be extremely prejudicial to the Tenants as they are unable to test it.
32. For the foregoing reasons, the Landlord has not proven the allegation on a balance of probabilities and the application is dismissed.

It is ordered that:

1. The application is dismissed.

May 7, 2026
Date Issued

Vanessa Davies
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.

