



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

File Number: LTB-L-013174-26

In the matter of: 7, 4321 QUEEN ST
NIAGARA FALLS ON L2E2K9

Between: Keefer Management Services Inc. Landlord

And

Ken Dionis Tenant

Keefer Management Services Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ken Dionis (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

Keefer Management Services Inc. (the 'Landlord') also applied for an order requiring Ken Dionis (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 May 19, 2026.

Only the Landlord's Agent, Theresa Cotton, attended the hearing.

As of 2:05 p.m. the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. However, I am satisfied that a conditional order is appropriate in these circumstances.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination:

3. On January 15, 2026, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleged that the Tenant, their occupant or guest willfully or negligently caused damage through 2 floods that were caused by an improperly installed portable washing machine on September 26, 2025, with damaged in the amount of \$2,548.66.
4. The Landlord's maintenance person, Brian Ivan (BI), testified that on the morning of September 26, 2025, he got a call from the commercial tenant that rents the space below the residential units to report that there was water coming through ceiling. BI testified that when he attended the commercial unit, he saw a large amount of water in one area and believed it was connected to unit 7 upstairs.
5. BI further testified that he knocked on the door for unit 7 and announced himself as maintenance, and the Tenant asked for time before letting BI in the unit, though the Tenant eventually allowed BI into the unit. BI testified that he told the Tenant about the flood and checked the bathrooms, but the door to the kitchen was closed and for a couple of minutes the Tenant did not want him to go into the kitchen. BI then testified that he was able to get into the kitchen and he saw a laundry machine in the middle of the kitchen with a hose in the kitchen sink, but not secured. Around the laundry machine BI testified that there were wet towels. When asked, the Tenant said they had been doing loads of laundry but the hose was in the sink so the flood could not have been them.
6. BI testified that later in the afternoon on September 26, 2025, after they had replaced the ceiling tiles in the commercial unit, he received another call from the commercial tenant about large amounts of water coming down from the ceiling again. BI testified he returned to unit 7 and saw more wet towels and water on the floor. BI further testified that the Tenant told him that he would pay the damages.
7. The Landlord submitted an invoice for the damages and the total cost was \$2,548.66.
8. The Landlord's Agent testified that the Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
9. I find that I am satisfied on the mostly circumstantial evidence, as well as the Tenant's admission to BI that he would pay for the damage, that the Tenant caused undue damage to the rental unit by causing a flood. As such, I find that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex by causing a flood twice by improperly using a portable laundry machine.

Rent Deposit:

10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

11. The Landlord collected a rent deposit of \$1,295.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$64.41 is owing to the Tenant for the period from March 16, 2024 to May 19, 2026.
12. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Compensation for Damages:

13. The Landlord has incurred costs in the amount of \$226.89 to replace the ceiling tiles and \$250.00 for the rental of commercial dehumidifiers. I am satisfied that the Landlord has established that the \$476.89 are reasonable out-of-pocket expenses.
14. The Landlord submitted an email from the commercial tenant that sought the Landlord to reimburse \$661.59 for damage caused to furniture and AV/IT equipment during the flood. There were no details provided about what exactly was damaged or the age of the furniture and equipment that was damaged. The Landlord's Agent was not aware of any details when asked. As the Landlord failed to provide any details to substantiate the reimbursement sought by the commercial tenant, I do not find that the reimbursement sought is a reasonable out-of-pocket expense.
15. The Landlord also sought out-of-pocket expenses in the amount of \$1,170.00 for the labour of the Landlord's cleaning staff and maintenance staff. The Landlord's agent testified that the staff are full-time employees that work 40 hours a week for the Landlord. There was no information provided that the Landlord would not have incurred costs of their employment but for the actions of the Tenant. Therefore, I am not satisfied that this is a reasonable out-of-pocket expense.

Section 83 Considerations:

16. The Tenant did not attend the hearing and thus I did not hear any evidence or submissions from them regarding their circumstances. The Landlord was not aware of any relevant section 83 considerations for the Tenant.
17. The Landlord was seeking a standard 11-day order.
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 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.
19. The amount of compensation for damages awarded for the reasonable out-of-pocket expenses was substantially lower than what was sought in the N5 notice of termination and the application. While the Tenant did not attend, I am satisfied that it would not be unfair to have a conditional order to provide the Tenant time to pay the amount owing. If the Tenant does not pay the arrears back according to the order, the Landlord can bring an application to evict him under section 78.

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 pay to the Landlord \$662.89 for the out-of-pocket expenses and the filing fee.
3. The Tenant shall pay the \$662.89 to the Landlord on or before July 31, 2026.
4. If the Tenant fails to comply with the condition set out in paragraph 3 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.
5. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.

June 16, 2026
Date Issued

Allana McComb
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.