



Order under Section 89 Residential Tenancies Act, 2006

Citation: Sybbliss-Narain v Shirmardi, 2026 ONLTB 48269

Date: 2026-06-22

File Number: LTB-L-018071-26

In the matter of: 2611 TOFFEE ST
PICKERING ON L1X0E7

Between: Shanice Sybbliss-Narain Landlord

And

Ersha Shirmardi Tenant

Shanice Sybbliss-Narain (the 'Landlord') applied for an order requiring Ersha Shirmardi (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 6, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord's application does not request termination of the tenancy or eviction. The Landlord did not file an N5 notice or certificate of service accompanying their application. Accordingly, the Landlord's application proceeded only on the issue of compensation for wilful or negligent damage.

Compensation for Damage

4. The Landlord's L2 application claims \$5,400.00 to repair a crack in a bathtub.

5. The Landlord testified that her father performed an inspection of the rental unit on February 22, 2025 and discovered the crack in the bathtub, and water damage to the ceiling below.
6. The Landlord submitted photographs showing the crack in the bathtub and water spots on the ceiling directly below the bathtub.
7. The Landlord's evidence is that the rental unit was newly built in 2018 and the Tenant is the only individual to have occupied the premises.
8. The Landlord submitted a quote to replace the bathtub and repair the ceiling damage showing a cost of \$6,120.00.
9. The Landlord testified candidly that they were unaware of how the crack was caused. The Landlord also testified that the Tenant did not disclose to them a cause for the crack and the Landlord did not have a professional provide an opinion about how the crack may have occurred. The Landlord testified that she was told the crack was beyond normal wear and tear.
10. The Landlord submits that the Tenant was negligent in not reporting the crack in the tub prior to her father's inspection.
11. The Tenant testified that the Landlord has been aware of the issue for years and she reported it to the Landlord's parents in 2022. The Tenant's evidence is that she showed the Landlord's parents the crack in the bathtub and they said that it was likely related to the builder. At that time the Landlord's parents said they would have the builder do some painting and repair the bathtub.
12. The Tenant unequivocally testified that she did not cause the crack in the bathtub and that this particular bathtub was located in one of three bathrooms in the rental unit which was rarely used.
13. The Tenant gave evidence that they discovered the crack in the tub when cleaning and first believed the crack was a hair in the bathtub.

Analysis

14. The Landlord's position is that the Tenant is the only person to have lived in the rental unit and a crack in the bathtub "simply doesn't happen".
15. Section 89 of the Act provides:

89 (1) 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]

16. The Landlord must prove that the Tenant caused the crack in the bathtub wilfully or negligently. The Landlord's evidence is entirely circumstantial and their belief as to how the crack was caused is uncorroborated. The Landlord's clear testimony is that they do not know how the crack occurred and there was no testimony from a professional contractor or repair person to provide evidence as to how the crack may have occurred.
17. In these circumstances, I am not satisfied that the Landlord has proven, on a balance of probabilities that the Tenant wilfully or negligently caused the crack in the bathtub.
18. Further, I cannot ascribe liability for water damage to the ceiling when the cause of the water damage is the crack in the tub for which the Landlord has not proven the Tenant is responsible.
19. The Landlord did not dispute the Tenant's assertion that they had not previous met and did not challenge the Tenant's testimony that the Landlord's parents were previously made aware of the issue.
20. Accordingly, I do not find that the Landlord has proven 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.

It is ordered that:

1. The Landlord's application is dismissed.

June 22, 2026
Date Issued

Kyle McGraw
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.