



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

Citation: Zaid v Nawal, 2026 ONLTB 48682

Date: 2026-06-24

File Number: LTB-L-014296-26

In the matter of: 1710, 3880 DUKE OF YORK BLVD
MISSISSAUGA ON L5B4M7

Between: Rizwan Zaid Landlords
Allam Nadiya

And

El Mawed Nawal Tenants
Hussein Dib Atef

Rizwan Zaid and Allam Nadiya (the 'Landlord's') applied for an order to terminate the tenancy and evict El Mawed Nawal and Hussein Dib Atef (the 'Tenants') because 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 Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenants to pay the Landlords' 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 June 17, 2026. The Landlords' Agent, Syed Atif Hussain, and the Landlords' Representative, Shahid Mizra, and the Tenant El Mawed Nawal, attended the hearing.

Determinations:

1. As explained below, the Landlords have not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed.

3. On January 22, 2026, the Landlords gave the Tenants an N5 notice of termination alleging that the Tenants willfully or negligently damaged the rental unit and seeks \$2,199.00 for the cost of repairing the damage.
4. The Tenants did not repair the damage, pay the Landlords the reasonable costs to repair the damage or make arrangements satisfactory to the Landlords within seven days after receiving the N5 notice of termination. Therefore, the Tenants did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
5. By way of background, the rental unit is a condominium within a high-rise building. The Tenants live in the rental unit with their son(s).
6. The Landlords' Agent testified that the Tenants willfully damaged the bathroom by failing to put the shower curtain on the inside of the bathtub area. The ensuing water leaked through the floor to the rental unit below – Unit 1610. After the condominium property managers investigated, the issue was repaired but the Landlords were charged back \$2,199.00 for the repair.
7. In support of this claim, the Landlords submitted a copy of a letter they received from the condominium property managers dated April 10, 2026. The letter, from Del Property Management Inc., states: “At the time of the inspection, the floor in the upper suite’s bathroom was observed to be wet. The timing of the water presence coincided with the use of the shower in that suite. It was concluded that the leak occurred due to **improper positioning of the shower curtain**, which allowed water to escape the shower area and seep into the unit below.”
8. A secondary letter dated July 21, 2025, from the Condominium Corporation indicates the Landlords would be charged back for the costs of repairing the plumbing problems. Four invoices were submitted into evidence totaling \$2,199.00.
9. The Tenant disputes that she or her family are the cause of the plumbing issue. She was the person who brought the issue with the leak to the attention of the Landlord after the occupant in Unit 1610 contacted her about the leak. At first a handyman was sent to review the problem. It is not clear to me whether the handyman found that there was a problem because the overflow valve had been “flipped” in the wrong direction, or whether the handyman found no problem with the shower at that time.
10. The Tenant went on to explain that when the property managers attended on March 29, 2025, her son was in the shower. Because they were waiting to conduct the inspection, she told her son to hurry. He did so and got out of the shower quickly leaving behind wet footprints. However, there was not nearly enough water on the floor to account for the water reported in Unit 1610. Further, the Tenant reported to the Landlords that the problem had been ongoing for months before it was finally fixed.
11. For the following reasons, I am not satisfied that the Landlords have met their onus of proof.
12. Invoice 15669 dated May 1, 2025, from Plumblin Mechanical Services Inc. was included in the Landlords' evidence package. In the body of the invoice, the writer included the following:

“Gained access to unit 1710 removed deteriorated gasket, installed bevelled overflow gasket and flat gasket, both leaked. New bathtub overflow and drain will be needed in unit 1710.”

13. In my view, the Landlords' own evidence points to a “deteriorated gasket” and that the “overflow gasket” and “flat gasket” were leaking. The Landlords' agent could not provide an adequate reason to explain how the Tenants could have caused the gaskets to deteriorate.
14. The Landlords' agent suggested he had proof that the Tenants had ordered a gasket from Amazon and that is how he knew that they were responsible. However, when the Landlord pointed to this evidence, it was not for a gasket. Rather, it was for an assembly for a shower faucet and cartridge assembly and both invoices were in the Landlords' name (Doc-8140087, pgs. 44, 45). The Landlord suggests the Tenants' son installed the replacement shower handle and this is what led to the water leak.
15. However, the Landlords' N5 notice of termination indicates that the Tenants willfully or negligently damaged the rental unit by failing to properly position the shower curtain allowing water to escape the shower area and seep into the floor. There is no allegation of having conducted a repair without the Landlords' knowledge or consent and that this subsequently caused the water damage.
16. In my view, the evidence of deterioration is consistent with normal wear and tear and this led to the leak. Parts deteriorate over time. The invoice is clear as to the parts which were leaking, and these parts were not accessible to the Tenants. Therefore, the Landlords have not met their onus of proof. No order shall issue.

It is ordered that:

1. The Landlords' application is dismissed.

June 24, 2026
Date Issued

Jane Dean
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.