



**Order under Section 69 / 88.2 / 89
Residential Tenancies Act, 2006**

Citation: Ling v Ayodele, 2026 ONLTB 47920

Date: 2026-06-25

File Number: LTB-L-109507-25

In the matter of: 3 WOODSTREAM DR
ETOBICOKE ON M9W0G1

Between: Andrew Ling
Jennifer Adalia
Landlords

And

Abigail Ayodele
Olivia Howell
Ornella Muzia
Tenants

Andrew Ling and Jennifer Adalia (the 'Landlords') applied for an order to terminate the tenancy and evict Abigail Ayodele, Olivia Howell and Ornella Muzia (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 Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlords also applied for an order requiring to pay the Landlords' reasonable out-of-pocket costs the Landlords 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 June 11, 2026.

The Landlords and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the utility claim and part of the damage claim in the application. Therefore, the Tenants must pay the Landlords \$4,973.76 on or before July 25, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on February 1, 2026. The rental unit is described as a townhouse.

Preliminary Issue:

4. The Tenants raised a preliminary issue that the Landlords uploaded into evidence two audio recordings and requested the audio recordings be excluded as evidence because the Tenants did not consent to being audio recorded. The first audio recording was between the first named Landlord and the third named Tenant that occurred at the Tenants rental unit, and the second audio recording was a telephone call between the first named Landlord and the first named Tenant. The conversations surrounded the alterations that were made with the plumbing and the utility bills.
5. In accordance with section 184 of the *Criminal Code of Canada*, recording a private conversation is legal as long as at least one person involved in the call consents to the recording. In this case, the Landlord is the one recording his own conversations, which means he is one of the consenting parties.
6. Further, section 15 of the *Statutory Power Procedures Act, 1990* specifies that a tribunal may admit as evidence at a hearing, whether or not given or proven under oath or affirmation or admissible as evidence in a court, any document or other thing relevant to the subject matter of the proceeding and may act on such evidence.
7. The audio recordings were not excluded as evidence and were allowed to be relied on at the hearing. However, the Landlord never introduced the audio recordings into evidence. As such, the audio recordings were not considered as part of my findings in this matter.

Utility Amendment Request

8. At the hearing, the Landlords requested an amendment to the application to include an unpaid water bill that the Landlords received after the application was filed in the amount of \$939.51 for the period October 26, 2025 to January 31, 2026. The Landlords advised the Tenants are aware of the new water bill because the Landlords emailed a copy to them. The water bill was provided into evidence. The Tenants did not oppose the amendment request. As such, the amendment request is granted to include the \$939.51 water bill for a total of \$3,714.26 in unpaid water bills.

N5 Notice of Termination (N5 Notice)

9. On December 23, 2025, the Landlord gave the Tenant an N5 notice of termination with a date of termination of January 17, 2026. The N5 Notice is based on section 62(1) of the *Residential Tenancies Act, 2006* (the 'Act') and section 64(1) of the Act. The allegations in the N5 Notice are summarized as follows:

1. On December 15, 2025, the Tenants have not paid their utility bill as per the lease agreement for a total of \$2,744.75.
 2. On December 19, 2025, the Tenants made unauthorized plumbing and electrical alternations and cost the Landlords \$847.50 to restore the rental unit back to what it was prior to the alterations.
 3. On December 19, 2025, the Tenants damaged the floors of the main and lower levels by heavy foot traffic and improper mopping, and the cost is \$7,062.50 to replace the floors.
10. The 7-day voiding period for the N5 Notice is December 24, 2025 to December 30, 2025. I am satisfied that the Tenants voided part of the N5 Notice as there was no new behaviour during the 7-day voiding period. The Tenants did not void the damage portion of the N5 notice as they failed to pay the Landlord the \$10,654.75 required to void the N5 Notice.
11. As the Tenants vacated the rental unit on February 1, 2026, eviction is moot. The application seeks a monetary amount for utilities in accordance with section 88.2 of the Act and damage in accordance with section 89 of the Act.

Utilities Section 88.2 of the Act

12. The Landlord is requesting \$2,744.75 in an unpaid utility bill for water for the period from July 6, 2025 to October 26, 2025 and \$939.51 for the period October 26, 2025 to January 31, 2026. The Landlord provided into evidence a copy of the water bills.
13. There is no dispute between the parties that the Tenants are responsible for the water bill in accordance with the lease agreement. The dispute between the parties is that the Tenants feel there is an issue with the water meter and that their water bill was inflated and they feel they are not responsible to pay the inflated amount. The Landlords disagree.
14. The Landlords sent a text message to the Tenants on August 13, 2025 to advise them that the City of Toronto contacted the Landlord to advise the water consumption was high and asked the Tenants if they knew why that was and that he could stop by to investigate if there are any leaks. The Tenants acknowledge the water bill is high and say they don't know why the bill is so high. The following day, the Landlords again ask the Tenants to let him know if they would like him to come stop by the rental unit to take a look at the water situation. The Tenants do not respond to that text message.
15. On November 13, 2025, the Landlords receive the next water bill which is the water bill that is before the Board. The Landlords are concerned with the water bill and hire a licensed plumber to attend the rental unit to check for leaks in the house. The Landlords also engage the water meter company who looked at the data and do not believe it is a water meter issue. This information was given to the Tenants on November 13, 2025.
16. The Tenants conduct their own testing on November 14, 2025, as suggested by the City of Toronto and the Tenants say that despite no overnight water usage, there was a 36 litre water difference.

17. On November 17, 2025, the Landlords hired a licensed plumber through KG Construction and Renovations who conducted full inspection to determine if there were any leaks, which included shutting off the water, and the plumber determined there were no leaks in the rental unit. The plumber also attended the following day to conduct another inspection, and noted no leaks. The plumber's inspection report was submitted into evidence.
18. On December 2, 2025, the Landlords attended the rental unit for an inspection and discovered unauthorized changes in the basement that consisted of modifying the plumbing by adding a wash station sink. The Tenants were operating a small hair salon unbeknown to the Landlords. These facts were not disputed by the Tenants.
19. The Landlords position is during the time they were investigating the water leak and asking the Tenants if they knew why the water was so high, all along the Tenants were operating a hair salon which would naturally consume more water than usual. The Tenants position is that they only installed the sink in April 2023 and there was no water consumption that was any different than the months prior.
20. There is no evidence in front of me to establish that there was an issue with the water meter or any leaks in the rental unit. The Landlord hired a licensed plumber who conducted an inspection and found no leaks within the rental unit. The meter company indicated that there was no issue with the meter. The City of Toronto confirmed that the patterns reflected the actual consumption and not a leak. In contrast, the Tenants did not hire an independent plumber nor provide any report that there exists a water issue in the rental unit. Although they did their own test and submitted that there was a water issue, there is no evidence in front of me from a licensed plumber that says other wise.
21. As such, the Tenants are responsible to pay for the water bill and failed to do so in accordance with the lease agreement.
22. Landlord has incurred reasonable out-of-pocket expenses of \$3,714.26 as a result of the Tenant's failure to pay the water bill and the Tenant shall be ordered to pay accordingly,

Damage-Section 89 of the Act

23. Section 89(1) of the Act states:

A landlord may apply to the Board for an order requiring a 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 the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex and the tenant is in possession of the rental unit.

24. In order for an application to succeed under section 89(1) of the Act, a landlord must establish the following:
 1. There was property damage to the rental unit or residential complex;
 2. The damage is "undue" meaning that it is not normal wear and tear and it is not insignificant; and
 3. The damage was a result of wilful or negligent conduct.

25. If all these factors are met, then the amount the Board can award is limited to the reasonable cost of repair. The replacement cost cannot be awarded unless it is not reasonable for the damage to be repaired.
26. In the L2 application, the Landlord is requesting \$7,062.50 for damages to the flooring and \$847.50 in damages relating to the unauthorized installation of a sink and electrical outlet.

Alterations to the Plumbing and Electrical

27. The Landlords state the Tenants altered the plumbing in the basement without the consent of the Landlords to add in a sink for the hair salon, as well as adding an industrial type electrical outlet. The Tenants do not deny these facts.
28. The Landlords submitted into evidence an invoice from KG Construction and Renovation dated December 19, 2025, indicating that they reversed the plumbing back to the original state and disconnected the altered electrical pipe. With labour and parts the bill totalled \$847.50.
29. The Tenants did not offer any evidence at the hearing objecting to the cost of the work conducted, except questioning if the worker hired by the Landlords were known to them. The Landlord responded they did not know them except in the capacity of a contractor.
30. I am satisfied on a balance of probabilities that the Tenants wilfully or negligently damaged the rental unit by altering the plumbing and electrical located in the basement area and am therefore awarding the Landlords \$847.50 for reasonable out of pocket expenses incurred.

Damage to Flooring

31. The Landlords indicate that the rental unit laminate flooring was brand new prior to the Tenants occupying the rental unit in December 2023. The Landlords are asking for \$7,062.50 for damaged floors and two joints indicating that the Tenants destroyed the floors due to the operation of their business and high traffic, as well as improper mopping. The Landlords indicate they had to replace all flooring in the main floor and lower level in each room.
32. The Landlords provided into evidence three pictures of the floors which appear to be in the entrance and hallway area of the main floor. In the pictures, the Landlords say the flooring is warped and damaged. The Tenants deny damaging the floors.
33. The Landlords also provide into evidence a picture of a missing joint in the entrance area, and a picture of another missing/damaged joint in the upstairs stairs area. The Tenants acknowledge they accidentally damaged the joints while moving furniture.
34. The three pictures as submitted by the Landlords do not show any warping or evidence of heavy traffic usage. While I acknowledge there is some space between some of the flooring pieces, this is not consistent with heavy traffic or improper mopping. The Landlords acknowledge that in the pictures submitted it was difficult to see the warping. Also, the Landlord failed to show pictures of all the other areas of the flooring which may have

provided more context to their claim that they were damaged. Therefore, the claim to the damaged floors are dismissed due to lack of evidence.

35. The pictures provided by the Landlords clearly show one joint is missing and the other joint is damaged and broken off. The Tenants acknowledge that they accidentally damaged the joints by moving furniture. The Landlords submitted into evidence a quote by KG Construction and Renovation that itemized the two joints and labour to cost \$200.00 plus HST which totals \$226.00. Based on the evidence before me, I am satisfied that the Tenants damaged the floor joints and am therefore awarding the Landlords \$226.00 for reasonable out of pocket expenses incurred.

Tenants' Request for Extra Time to Pay

36. The Tenants requested 6 months to a year to pay if the Board ordered costs against them. The Tenants advise they do not have the means to pay as 2 of the 3 of them are currently not working. The Landlord would like the Board to order immediate payment as he has already incurred these costs and had to dip into his saving to do so.
37. The earliest the Board can order costs is 11 days. In considering the parties' submissions, I will delay ordering costs to 30 days from the date of my order.
38. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
39. While this order does not refer to each piece of evidence individually, I have reviewed all the evidence and submissions and considered it in rendering my decision.
40. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 31, 2026.
2. The Tenant shall pay to the Landlord \$3,714.26, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
3. The Tenant shall pay to the Landlord \$1,073.50, which represents the reasonable costs of repairing and replacing the damaged property.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$4,973.76.
6. If the Tenant does not pay the Landlord the full amount owing on or before July 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 26, 2026 at 4.00% annually on the balance outstanding.

June 25, 2026
Date Issued

Paula West Oreskovich
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.