



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Ostbek Development Ltd. v Mohamed, 2026 ONLTB 48991

Date: 2026-06-25

File Number: LTB-L-016087-26

In the matter of: Unit E, 32 NEWGATE ST
GODERICH ON N7A1P1

Between: Ostbek Development Ltd.

Landlord

And

Sally Mohamed

Tenant

Ostbek Development Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Sally Mohamed (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

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Ostbek Development Ltd. (the 'Landlord') also applied for an order requiring Sally Mohamed (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 June 15, 2026.

The Landlord's Legal Representative, Thomas Schoenleber, the Director of the Landlord corporation, Martin Behn, the Tenant's Legal Representative, Jamie Hildebrand and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has 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 Tenant was in possession of the rental unit on the date the application was filed.
3. On February 5, 2026, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date. The notice of termination contains the following allegations: the Tenant is accused of causing a water leak that resulted in damage to the apartment below the Tenant's rental unit on February 3, 2026. The damage was estimated to be approximately \$2,500.00.
4. The Landlord testified that he received a complaint from the tenant downstairs that water was leaking through his ceiling causing significant damage to the ceiling tiles, the floor and other materials being stored in the unit. Mr. Behn showed a number of pictures of the damage done to the unit under the Tenant's apartment. These pictures were included in Evidence ID# 8086317 and detailed water stains around fluorescent lights, damaged vinyl flooring and stored materials that were waterlogged.
5. Mr. Behn stated that he attended at the Tenant's unit to investigate on February 11, 2026 and he noted the improper installation of a bidet in the Tenant's bathroom. He stated that water was dripping from the improper valve and the water was shut off to rectify the plumbing issue. He stated that after the bidet was removed, no further leaking was noted.
6. The Landlord estimated that the cost to repair the damage to the below unit was \$2,500.00 which included fire-rated ceiling tiles, insulation, fire-rated drywall, materials and labour. He further stated that the mold and mildew would have to be treated.
7. The Tenant's Legal Representative asked the Landlord to confirm that the alleged damage occurred in the commercial unit below the Tenant's unit. The Landlord confirmed that the commercial unit suffered the water damages.
8. Mr. Hildebrand then submitted that this matter could not be addressed in this Tribunal due to the fact that the damage was done to the commercial unit and not to the residential unit or residential complex.
9. I stood the matter down for approximately 25 minutes so that the Landlord's Legal Representative could research the issue and respond to Mr. Hildebrand's preliminary issue.
10. At the return of the matter, Mr. Schoenleber stated that he had insufficient time to find caselaw to support the claim. Mr. Hildebrand submitted that I am bound by statute and that it is clear that I am not able to hear this damage claim.

Analysis

11. Section 62(1) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") states that "A landlord may give a tenant notice of termination of the tenancy 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.**"
12. A residential complex is defined in the Act as "a building or related group of buildings in which one or more rental units are located and includes all common areas and services

and facilities available for the use of its residents.” A residential complex includes the areas used by the residents and it would include a shared laundry room or meeting room.

13. Mr. Hildebrand is correct in that I am bound by statute and the Act is clear that I am only able to assess damages to a residential unit or residential complex. A commercial unit which comprises part of the building would not be considered part of the residential complex.
14. In this case, the damages occurred in a commercial unit and thus I have no authority to address this case.
15. For these reasons, the Landlord’s application is dismissed.

It is ordered that:

1. The Landlord’s application is dismissed.

June 25, 2026
Date Issued

Carrie Bertrand
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.