



Order under Section 89 Residential Tenancies Act, 2006

Citation: Collins v Lafortune, 2026 ONLTB 49124

Date: 2026-06-24

File Number: LTB-L-034726-26

In the matter of: 2, 133 Spadina Ave
Ottawa ON K1Y2C2

Between: Sean Collins
Julie Simser
Landlords

And

Micah Lafortune
Jamie Harnum
Zachary Gifford
Tenants

Sean Collins and Julie Simser (the 'Landlords') applied for an order requiring Micah Lafortune, Jamie Harnum and Zachary Gifford (the 'Tenants') to pay the Landlords' reasonable out-of-pocket costs the Landlords have 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 15, 2026.

The Landlords, the Tenant's (Zachary Gifford) Legal Representative, Audrey Maynard and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlords have not proven on a balance of probabilities the claim to repair or replace undue damages to the property 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. The Tenants vacated the rental unit on May 31, 2026.

Evidence of the Landlord, Sean Collins (SC)

4. SC testified that he and his wife reside in the main floor of the residential complex and the Tenants resided in the upper unit of the complex. He stated that on February 28, 2026,

water was pouring through his newly installed potlights in his kitchen and he immediately attended at the Tenants' unit.

5. SC stated that when he arrived, Zachary was soaking up the water coming from the washing machine with towels. The Landlord stated that he suspected that Zachary had been doing maintenance to the washing machine while it was running which caused the water influx into his unit. He clarified that he thought that Zachary had attempted to change the filter of the washing machine during its operation.
6. The Landlord stated that the Tenants' negligent and/or willful actions caused the damage to his newly renovated kitchen and he wanted the Tenants to compensate him for that damage.
7. SC provided an invoice dated March 4, 2026 in the amount of \$342.39 from Steamatic regarding an inspection and a rental of fans. He also provided an estimate from Optimize Interiors dated March 11, 2026 in the amount of \$1,356.00 to repair all of the damage from the incident on February 28, 2026.
8. The Landlord also claimed that the Tenants had destroyed an air conditioner (provided by the Landlord) which had been used in their unit and provided a picture of the air conditioner details from Canadian Tire. The cost of the air conditioner is \$429.99. SC stated that he received a note from the Tenants (on their air conditioner) that stated that it would require cleaning. The Landlord stated that the Tenants' air conditioner had to be disposed of due to its condition and is seeking the replacement amount from the Tenants.

Evidence of the Tenant, Zachary Gifford (ZG)

9. ZG testified that during his tenancy, he ensured that the washing machine was properly maintained by cleaning the drain filter every 6 months (when the machine was off) and cleaning the rubber rings regularly. He stated that on February 28, 2026, he opened the drain filter, cleaned it, replaced the cap, tightened it and then ran a tub clean cycle. He stated that he walked away for a moment and then noted the water pouring out of the drain cap.
10. The Tenant stated that he immediately stopped the washing machine and began cleaning up the water with towels. He stated that the mechanism to tighten the drain cap must not have threaded properly causing the flooding from the washing machine. He stated that throughout his 2.5 years of residing in the unit, he has completed this maintenance every 6 months and there has never been an issue such as this.
11. ZG stated that as soon as Mr. Collins arrived, he was immediately yelled at and blamed for the incident. The Tenant stated that he and the other Tenants were not aware that Mr. Collins was the Landlord until he yelled that "if you want to do maintenance, that has to go through me as your Landlord." ZG stated that the Landlord told them that he didn't want to tell the Tenants that he was the Landlord as he did not want to hear constant complaints from the Tenants.
12. The Tenant stated that he was blamed for the damage and that in late March of 2026, the Landlord demanded that the Tenants pay for the emergency costs to clean up both apartments and to repair the damage done to the lower residential unit.

13. Regarding the air conditioner, the Tenant stated that he and the other Tenants had not done anything to damage the air conditioner and that they simply used it in accordance with regular use.
14. ZG testified that he did not intend to cause any damage to his apartment or the apartment below him and that the whole situation was a really unfortunate accident. He does not believe that he should have to pay for any of the amounts that the Landlord is claiming.

Evidence of the Tenant, Micah Lafortune (ML)

15. ML confirmed the testimony of ZG and testified that he attempted to settle everyone down on February 28, 2026 when the washing machine incident occurred. He stated that ZG performed this maintenance regularly throughout their tenancy and nothing like this had ever happened before.

Analysis

16. The Landlord is seeking damages of \$2,184.28 from the Tenants due to the undue damage allegedly caused by the Tenants' wilful and/or negligent actions. The Landlord provided an invoice and a report describing the work done by Steamatic to inspect the flooding in the lower rental unit. He also provided a copy of an estimate from Optimize Interiors that would rectify the damages done to his own rental unit.
17. The Landlord did not provide any evidence or reports to substantiate that the Tenants' actions were wilful and/or negligent with respect to the water incident on February 28, 2026. Further, no evidence was provided by the Landlord to support that the Tenants caused any damage to the air conditioner that was being used in their apartment.
18. The Landlord has not proven that the Tenants wilfully or negligently caused undue damage to the rental unit and thus any reasonable costs stemming from that damage have not been proven.
19. As such, the Landlord's application must fail.

It is ordered that:

1. The Landlord's application is dismissed.

June 24, 2026
Date Issued

Carrie Bertrand
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.