



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

File Number: LTB-L-058274-24

In the matter of: 278 Princess Ave
Toronto ON M2N3N9

Between: Jeffrey Woo Landlord

And

Zhehui Zhuang Former Tenants
Jing Chen

Jeffrey Woo (the 'Landlord') applied for an order requiring Zhehui Zhuang and Jing Chen (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Jeffrey Woo (the 'Landlord') applied for an order requiring Zhehui Zhuang and Jing Chen (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on June 5, 2025.

The Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.

4. These documents were served on May 5, 2025 via email which was a method of service the Former Tenantss consented to in the lease agreement.
5. The Former Tenants vacated the rental unit on July 21, 2023.
6. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Compensation for Unpaid Utilities

8. The Landlord submits that the Former Tenants failed to pay a Bill from Toronto Water & Solid Waste Management Services in the amount of \$394.29 for the water and sewage charges for the period of March 19, 2023 to July 17, 2023.
9. The Tenants submit that as per the order issued for LTB-T-075749-23, the amount ordered to be returned to the Tenants in the order included a deduction for the unpaid utility bill.
10. Upon review of the order for LTB-T-075749-23, it appears I mistakenly reduced the amount of the deposits to be returned to the Tenants to account for the unpaid utilities and the order has not been reviewed. As the order for LTB-T-075749-23 has accounted for the unpaid utilities and that order has not been reviewed, I find that it would be unfair to issue another order for the unpaid utilities. The Landlord's request for unpaid utilities is denied.

Compensation for Undue Damage

Patio Screen Door

11. The Landlord requested that I award costs of \$380.00 which is the cost the Landlord incurred to add a screen door to the rental unit. The Landlord submits that the screen door was installed for the Tenants' benefit. The Landlord sought this amount back as he had elected to incur this amount with the expectation that the Tenants would honour the commitment of their fixed-term lease but as the Tenants vacated early, he sought a return of this amount. There was no evidence presented that the Tenants had caused any damages to the rental unit requiring the Landlord to repair or replace any screen door. This appears to be a voluntary expense the Landlord incurred and is not tied to any undue damage caused by the Tenants. As a result, the Landlord's request for the \$380.00 to install a screen door is denied.

Branch Removal

12. The Landlord testified that the Tenantss had complained about tree branches blocking natural light and causing a safety hazard as they could potentially fall. The Landlord testified that in order to appease the Tenants, he incurred out-of-pocket expenses to cut and remove tree branches.
13. There was no evidence that the Tenants had caused any damage to the tree or that the branch removal was a result of any willful or negligent conduct of the Tenants.
14. I was not satisfied based on the evidence before me that there was any undue damages associated with the branch cleanup costs incurred by the Landlord. Rather, it appears this

is an out-of-pocket expense the Landlord incurred voluntarily on behalf of the Tenants for cosmetic purposes. As a result, the request for the costs for branch removal is denied.

Sliding Door Track

15. The Landlord submits that he had to incur costs of \$180.80 to clean the track of a sliding door as the Tenants caused an unreasonable amount of dirt to build up in the sliding track.
16. There was no supporting evidence such as photos showing that the Tenants had caused any undue damage to the sliding door track. In fact, the invoice from the Landlord states that the work done was to clean the track and that the door was "operating normally."
17. I was not satisfied based on the evidence before me that the Tenants caused any undue damage to the sliding door track as alleged by the Landlord. As a result, the Landlord's request for the costs to repair the sliding door track is denied.

Mold Remediation

18. The Landlord submits that the Tenants willfully or negligently caused mold to build up on the master bathroom of the rental unit which caused the Landlord to incur out-of-pocket costs of \$600.00 to remediate.
19. The Landlord entered into evidence photos of a small amount of mold building up along the edge of the shower wall and a larger accumulation of mold by the ceiling fan. The Landlord also entered into evidence a letter from the current Tenants dated March 20, 2025, indicating the current Tenants were unable to move into the rental unit on July 19, 2023 due to fears surrounding the mold in the bathroom.
20. An invoice from UnderCutting Painting and Restoration dated July 28, 2023 in the amount of \$600.00 was entered into evidence. The invoice details that the work involved restoring the master bathroom due to significant mold and to repaint the entire bathroom with mold-resistant paint.
21. The Tenants submit that the house had poor circulation which caused the mold accumulation. The Tenants testified that the rental unit had mold prior to the Tenants moving into the rental unit.
22. The Tenants testified that she took steps to attempt to mitigate the moisture issues such as running the washroom vent for a significant amount of time after showering. The Tenants submit that the mold accumulation was not a result of the Tenants' negligence but was a result of defects in the home.
23. While I was satisfied that there was mold in the rental unit and that the Landlord paid to have the mold remediated after the Tenants moved out, I was not satisfied that the Landlord has proven that the mold was a result of any willful or negligent use of the bathroom on the part of the Tenants.
24. I had credible evidence from the Tenants that they had used the fan to try to mitigate the moisture in the rental unit but that they were unable to prevent the mold from spreading.

25. I was not satisfied that the Landlord has met the burden of proof to show that the mold was a result of any willful or negligent behaviour of the Tenants. As a result, the request for the cost to remediate the mold is denied.

Cleaning

12. The Landlord also requested \$190.00 which was the amount the Landlord paid to have the unit cleaned. The Landlord submits that the unit had to be professionally cleaned to treat the mold in the rental unit.
13. The Landlord entered into evidence a receipt from Filipino Cleaning Service dated August 10, 2022 which was prior to the date the Tenants moved into the rental unit.
14. As the cleaning predates the commencement of the tenancy, I am not satisfied that this was a cleaning expense incurred due to any undue damage caused by the Tenants and decline to award this amount.
15. The Landlord did not prove that the Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. As a result, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 6, 2026
Date Issued

Christopher Lin
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.