



Order under Section 89 Residential Tenancies Act, 2006

Citation: Ku v Yoseph, 2026 ONLTB 2040

Date: 2026-01-09

File Number: LTB-L-037140-25

In the matter of: 2407, 14 YORK ST
TORONTO ON M5J0B1

Between: Anny Ku Landlord

And

Amanuel Yoseph Former Tenant

Anny Ku (the 'Landlord') applied for an order requiring Amanuel Yoseph (the 'Former Tenant') 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 Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on December 11, 2025.

Only the Landlord and the Landlord's Legal Representative Jing Zue attended the hearing.

As of 11:07 a.m., the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, remedy is awarded as set out below.
2. The Landlord's Legal Representative submitted that the Former Tenant was served the L10 application and Notice of Hearing via email, as is allowed by the lease, by November 8, 2025. The certificate of service is on record. The Tenant was also served the Landlord's evidence package. The Representative had communication with the Former Tenant about the application/hearing; it was agreed that the Landlord would only pursue number 1 and 2 as listed on 'Schedule A' attached to the application, and the application filing fee, therefore, the Landlord is withdrawing the balance of the application, specifically number 3 and 4 on Schedule A..

3. Therefore, I am satisfied that the Landlord served the Former Tenant 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.
4. These documents were served on November 8, 2025 via email, and the Tenant acknowledged receipt.
5. The Former Tenant vacated the rental unit on December 31, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
7. The Landlord testified there was a police action on December 13, 2024, with the Former Tenant's brother who resided at the unit. The police executed a search warrant with respect to an arson investigation, the unit door was damaged in the process. As seen by the police article posted December 13, 2024, an arrest was made as a result of the search. The costs the Former Tenant is responsible for because of this incident are:
 - A charge back of \$2,712.00, as demonstrated by invoice 20252407-2 from T.S.C.C,2510 dated January 23, 2025, for a new unit entry door.
 - A charge back of \$150.00 for the door handle replacement, as set out in Receipt #1737-5053 from ICE Condominiums (TSCC 2510) dated January 23, 2025.
 - A charge back of \$678.00 for installation of the unit entry door, as set out in invoice 14YS2407-1 dated January 12, 2025, from Husky Renovations Inc.
 - A charge back of \$361.60 for new deadbolt/lock as established by invoice 204960 dated January 15, 2025, from Aaron Locks and Doors,

The total of these charge backs is \$3,901.60.

8. The Landlord also testified the Former Tenant is responsible for the charge back with respect to surveillance guard services for December 1 to 31, 2024, because additional surveillance was required during this period. The cost, as seen by invoice #INV75885 dated January 14, 2025, from Blackbird Security Inc. is \$4,573.24.
9. The Landlord further testified that the Former Tenant was aware of all charges/charge backs; he was contacted via email. Therefore, the total being sought is \$3,901.60 plus \$4,573.24 for a total of \$8,474.84 plus the \$186.00 application filing fee.
8. Based on the uncontested testimony and evidence before me, I find the Landlord proved on a balance of probabilities that the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
9. I further find that the Landlord incurred reasonable costs of \$8,474.84 to repair the damage and/or replace property that was damaged and cannot reasonably be repaired.
12. There is no last month's rent deposit.
13. As the Landlord was successful in its application, the Landlord is entitled to reimbursement of the application filing fee.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$8,474.84, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$8,660.84*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before January 20, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Diane Wade
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Damage Costs	\$8,475.84
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,660.84