



## **Order under Section 87 / 88.2 / 89 Residential Tenancies Act, 2006**

**Citation:** Li v Shamatutu, 2026 ONLTB 2589

**Date:** 2026-01-05

**File Number:** LTB-L-088925-24

**In the matter of:** 1604, 1 Yorkville Avenue  
Toronto ON M4W0B1

**Between:** Qian Li Landlord

**And**

Lubona Shamatutu Former Tenant

Qian Li (the 'Landlord') applied for an order requiring Lubona Shamatutu (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Qian Li (the 'Landlord') applied for an order requiring Lubona Shamatutu (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Qian Li (the 'Landlord') applied for an order requiring Lubona Shamatutu (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 September 24, 2025.

The Landlord and the Tenant attended the hearing.

### **Determinations:**

1. As explained below, the Landlord has proven, on a balance of probabilities, the Former Tenant's liability for rent arrears, daily compensation, and unpaid water charges. However, the Landlord has not proven that the Former Tenant caused undue damage to the rental unit or residential complex, or that the Landlord incurred reasonable costs as a result of such damage. Therefore, the application is granted in part as set out in this order.
2. I am **not** satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing. The Certificate of Service indicates

that these documents were emailed to the Former Tenant on September 13, 2025, and the hearing took place on September 24, 2025.

3. The Former Tenant attended the hearing, did not raise any concern about the timing or method of service, and did not request an adjournment. In these circumstances, I find there is no prejudice to the Former Tenant. I note that that Rule 1.6 of the LTB Rules states the following:

In order to provide the most expeditious and fair determination of the question arising in any proceeding the LTB may,

a. waive or vary any provision in these Rules ...

4. The Former Tenant vacated the rental unit on February 20, 2024. The Landlord had served the Former Tenant with a notice of eviction approximately one month earlier, and the Former Tenant moved out in response to that notice.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

#### Rent and daily compensation owing

6. The lawful rent was \$2,200.00. It was due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows:  $\$2,200.00 \times 12$ , divided by 365 days.
8. The Former Tenant has not made any payments since the application was filed.
9. At the hearing, the Former Tenant did not dispute the amount of rent arrears and daily compensation claimed by the Landlord. The Former Tenant did not assert that additional payments were made that are not reflected in the application, and did not raise any set-off or abatement claim under section 82.
10. The tenancy ended on February 20, 2024, as a result of the Former Tenant moving out in accordance with a notice of termination served by the Landlord. Therefore, the Former Tenant's obligation to pay rent ended on that date.
11. The rent arrears and daily compensation owing to February 20, 2024 are \$9,830.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

#### Compensation for unpaid utility costs

13. The Former Tenant did not dispute that they were responsible for the water charges or that the amount of \$358.24 remained unpaid.

14. I find that the Former Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement and that the Landlord has incurred reasonable out-of-pocket expenses of \$358.24 as a result of the Former Tenant's failure to pay those costs.

Compensation for damage

15. In the L10 application, the Landlord originally claimed a total of \$881.37 for damage, consisting of \$600.00 for multiple repairs undertaken by a handyman and \$281.37 for replacement of the entrance door lock in accordance with condominium rules. The Landlord relied on a letter from a realtor who attended the unit on February 20, 2024, which described a number of alleged damages, including that the entrance door lock was "broken."
16. At the hearing, the Landlord withdrew the \$600.00 portion of the damage claim related to the handyman's work but continued to pursue the \$281.37 claimed for replacement of the entrance door lock. The only remaining allegation of damage is therefore the condition of the entrance door lock.
17. The Former Tenant testified that the entrance door lock was loose but not broken and that they did not damage it. The Landlord did not call the realtor or a contractor as a witness.
18. Section 89 of the Act requires the Landlord to prove, on a balance of probabilities, that the Former Tenant, another occupant of the rental unit or a person the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex, and that the Landlord incurred or will incur reasonable out-of-pocket costs as a result of that damage. Ordinary wear and tear or the need for routine maintenance is not "undue damage" within the meaning of section 89.
19. While the invoice establishes that the Landlord paid to replace the lock, it does not, by itself, establish that the lock was damaged due to wilful or negligent conduct by the Former Tenant or anyone they permitted into the residential complex, or that the work was anything more than routine replacement of a worn or loose lock. On all of the evidence, I am not satisfied that the Landlord has met the burden of proving undue damage or liability on the part of the Former Tenant.
20. For these reasons, I find that the Landlord has not proven, 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, or that the costs claimed for the lock replacement are recoverable from the Former Tenant under section 89 of the Act. The claim for compensation for damage is dismissed.

**It is ordered that:**

1. The Former Tenant shall pay to the Landlord \$9,830.00, which represents rent and compensation owing up to February 20, 2024.

2. The Former Tenant shall also pay to the Landlord \$358.24, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$1,888.42 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
5. The total amount the Former Tenant owes the Landlord is \$8,485.82.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

**January 5, 2026**

**Date Issued**

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Colin Elsby

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.