



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

File Number: LTB-L-052493-24

In the matter of: 457 BERGAMOT AVE
MILTON ON L9E1T9

Between: Tiejun Sun Landlord
TING LI

And

Brittany Chanteau S Edison Former Tenant
Zherdain Simeon Owen Powell

Tiejun Sun and TING LI (the 'Landlord') applied for an order requiring Brittany Chanteau S Edison and Zherdain Simeon Owen Powell (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Tiejun Sun and TING LI (the 'Landlord') applied for an order requiring Brittany Chanteau S Edison and Zherdain Simeon Owen Powell (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.

Tiejun Sun and TING LI (the 'Landlord') applied for an order requiring Brittany Chanteau S Edison and Zherdain Simeon Owen Powell (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 October 8, 2025.

Only the Landlord, Tiejun Sun, attended the hearing.

As of 10:10am, 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 has not established entitlement to a further order for rent arrears or daily compensation because those amounts have already been dealt with in a

separate Board order. The Landlord has proven, on a balance of probabilities, that the Former Tenants failed to pay utility costs they were required to pay under the tenancy agreement and that the Landlord incurred reasonable out-of-pocket expenses as a result. The Landlord has not proven that the Former Tenants caused undue damage to the rental unit or that the Landlord incurred reasonable costs to repair such damage. Therefore, the application is granted in part as set out in this order.

2. 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 Board's Rules of Procedure.
3. These documents were served on August 23, 2025, by email.
4. The Former Tenant vacated the rental unit on June 6, 2024.
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 \$3,600.00. It was due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$118.36. This amount is calculated as follows: \$3,600.00 x 12, divided by 365 days.
8. In this L10 application, the Landlord claims \$8,990.89 in rent arrears and daily compensation for the period from September 1, 2023, to June 6, 2024.
9. The material filed with this application includes a copy of a previous Board order (File Number LTB-L-027412-24) which already ordered the Former Tenants to pay rent arrears and daily compensation for the same tenancy and rent periods and applied the last month's rent deposit and interest to those arrears.
10. The Landlord confirmed that the prior order deals with the rent arrears and daily compensation for this tenancy and that they now rely on this L10 mainly for utilities and minor damage. In these circumstances, issuing a further order for the same rent arrears and daily compensation would amount to duplication of relief already granted. For this reason the claim for rent arrears and daily compensation in this L10 application is dismissed.

Compensation for unpaid utility costs

11. The Landlord testified that under the tenancy agreement the Former Tenants were responsible for all utilities for the rental unit. Although a written lease was not uploaded, I accept the Landlord's oral evidence on this point.
12. The Landlord filed three water and related utility bills for the service address of the rental unit: a bill dated February 23, 2024 for the period August 23, 2023 to February 23, 2024 in the amount of \$329.30; a bill dated June 10, 2024 for the period February 6, 2023 to October 13, 2023 in the amount of \$600.32; and a bill dated October 31, 2024 for the

period October 13, 2023 to June 6, 2024 in the amount of \$1,347.34. None of these bills were paid by the Former Tenants.

13. The total amount of unpaid water and related utility charges is therefore \$2,276.96. These bills relate to the period when the Former Tenants were in possession of the rental unit, ending on June 6, 2024.
14. The evidence also includes an Enercare bill for the rental of the hot water tank associated with the property, which I am satisfied forms part of the water-related utility costs that the Former Tenants agreed to pay.
15. On the uncontested evidence before me, I find that the Former Tenants failed to pay water and related utility 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 \$2,276.96 as a result of that failure. The claim for this amount under section 88.2 of the Act is granted.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damage

17. The Landlord claims \$800.00 for damage to the main bathroom door and a dent in the fridge door, broken down as \$300.00 to replace and install the bathroom door and \$500.00 to repair the fridge door.
18. At the hearing, the Landlord described the bathroom door as having a crack and the damage to the fridge door as a small dent on the front panel. The Landlord did not know how either damage occurred. The Landlord stated that they contacted a small contractor but had not yet replaced the bathroom door and did not provide any written estimate, invoice or other corroborating documentation for the claimed repair costs.
19. Section 89 of the Act requires the Landlord to prove, on a balance of probabilities, 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, and that the Landlord incurred or will incur reasonable costs as a result of that damage. Minor damage and ordinary wear and tear are not “undue damage” within the meaning of section 89.
20. In this case, the bathroom door crack and the small dent in the fridge door, as described, are minor in nature. There is no evidence about how the damage occurred or that it resulted from wilful or negligent conduct by the Former Tenants or anyone they permitted into the unit. There is also no reliable evidence to substantiate the quantum of the claimed repair costs.
21. I therefore find that the Landlord has not proven, on a balance of probabilities, that the Former Tenants caused undue damage within the meaning of section 89 of the Act or that

the Landlord incurred reasonable costs to repair such damage. The claim for \$800.00 in compensation for damage is dismissed.

22. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,276.96, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
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 \$2,462.96.
4. 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

Colin Elsby
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.