



Order under Section 87 / 89 Residential Tenancies Act, 2006

Citation: Guo v Fan, 2026 ONLTB 3482

Date: 2026-01-08

File Number: LTB-L-094004-24

In the matter of: Unit 2, 5 MAJOR ST
TORONTO ON M5S2K9

Between: Vicky Guo Landlord
Yukun Zhang

And

Jason Jia Cheng Fan Former Tenant

Vicky Guo and Yukun Zhang (the 'Landlord') applied for an order requiring Jason Jia Cheng Fan (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Vicky Guo and Yukun Zhang (the 'Landlord') applied for an order requiring Jason Jia Cheng Fan (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.

The Landlord, Vicky Guo, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven, on a balance of probabilities, that the Former Tenant owes rent and compensation to the end of the tenancy. The Landlord has not proven the claim for compensation for damage to the rental unit. The application is therefore granted in part.
2. The evidence shows that the Former Tenant moved out of, or was no longer in possession of, the rental unit as of October 25, 2024, when the Landlord changed the locks to the unit.
3. I am satisfied that the Landlord served the Former Tenant 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. The Landlord testified that there was an earlier Board order (file number LTB-L-071846-24) requiring the Former Tenant to move out of the rental unit on or before September 23, 2024, but the Landlord did not file that order with the Court Enforcement Office (Sheriff). Instead, the Landlord changed the locks to the unit on October 25, 2024 without involving the Sheriff.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
6. In light of this evidence, I find that, for the purpose of determining how long the Former Tenant is liable to pay rent under section 88 of the Act, the Former Tenant's obligation to pay rent and compensation continued until October 25, 2024, when the Landlord took back possession of the unit by changing the locks.

Rent and daily compensation owing

7. The lawful rent was \$2,368.92. It was due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$77.88. This amount is calculated as follows: $\$2,368.92 \times 12$, divided by 365 days.
9. The rent arrears and daily compensation owing to October 25, 2024 are \$3,798.20 calculated as \$1,851.20 for the September 2024 rental period and \$1,947.00 for the partial October 2024 rental period.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damage

11. In the application, the Landlord claims \$1,873.11 for damage to the rental unit, stating that unit walls, doors and locks were damaged and that the "entire house was filled with junk" which required professional junk removal and repainting of the unit, as well as replacement of locks. The Landlord relied on photographs of the unit showing garbage bags, discarded items, and untidy rooms, as well as an image of various receipts and an electronic transfer of \$385.00 to "Habib" for a "5 Major paint job."
12. The Landlord also filed a police occurrence number, and two City of Toronto notices dated October 26, 2024: a Notice of Violation related to waste and a Property Standards Order. The Landlord stated that locks to the unit's front door had to be replaced because it "looks like someone broke into unit and damaged it," and that other units in the building and shared areas were also in poor condition.
13. The Landlord acknowledged that some of the photographs are of common areas or other units, not just the Former Tenant's unit. The evidence about the alleged break-in is limited to the Landlord's impression and the police and City references; there is no direct evidence that the Former Tenant, another occupant of his unit or someone he permitted caused the damage to the door or other areas of the property.

14. The Former Tenant denied causing any damage to the rental unit and suggested that any changes in the condition of the unit after he left could be the result of other persons entering the property. He also relied on his internet usage history, which showed a marked decrease in usage around the time he says he moved out, in support of his position that he was no longer actively living in the unit when some of the issues arose.
15. On the totality of the evidence, I am not satisfied, on a balance of probabilities, that the Former Tenant, another occupant of his rental unit, or a person whom he permitted in the residential complex wilfully or negligently caused the alleged damage. The evidence supports the possibility that third parties, not associated with the Former Tenant, may have broken into parts of the building and caused some of the damage, and that some of the conditions depicted relate to common areas or other units. The Landlord has therefore not met the burden of proof required under section 89 of the Act and the claim for damage is dismissed.
16. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$3,798.20, which represents rent and compensation owing up to October 25, 2024.
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 \$3,984.20.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before January 19, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.

January 8, 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.