



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

Citation: Liu v Beardwood, 2026 ONLTB 5847

Date: 2026-01-22

File Number: LTB-L-089417-24

In the matter of: 8 WIGSTON CRT
WHITBY ON L1R2B9

Between: Yuntao Liu Landlord

And

Lynden Beardwood Former Tenants
Betrice Brangman

Yuntao Liu (the 'Landlord') applied for an order requiring Lynden Beardwood and Betrice Brangman (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenants owe.

Yuntao Liu (the 'Landlord') applied for an order requiring Lynden Beardwood and Betrice Brangman (the 'Former Tenants') 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.

Yuntao Liu (the 'Landlord') applied for an order requiring Lynden Beardwood and Betrice Brangman (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 29, 2025.

The Landlord and the first-named Tenant, Lynden Beardwood (L.B.), attended the hearing. The second-named Tenant, Beatrice Brangman (B.B.), attended the start of the hearing block but later advised she needed to leave for work. Prior to leaving the hearing room, B.B. provided verbal authorization for L.B. to represent both Former Tenants' interests at the hearing.

When the capitalized words "Former Tenant" are used in this order, it refers to all persons identified as a Former Tenant at the top of the order.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application, in part, on a balance of probabilities. Therefore, the Former Tenant must pay to the Landlord \$4,409.70 by February 28, 2026.
2. Although the Landlord did not serve 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, the Former Tenant was in attendance for the hearing and did confirm they received same from the Board approximately 2 months prior to the hearing. The Former Tenant stated they had the ability to serve and upload evidence and to prepare for the hearing. The Former Tenant stated they wished to proceed with the hearing.
3. The Former Tenant vacated the rental unit on July 24, 2024.
4. 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

5. It was undisputed that the lawful rent was \$3,078.00. It was due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$101.19. This amount is calculated as follows: \$3,078.00 x 12, divided by 365 days.
7. The Former Tenant has not made any payments since the application was filed.
8. The tenancy ended on July 24, 2024, as a result of the Former Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
9. It was undisputed that the Landlord collected a last month's rent deposit from the Former Tenant on or about February 8, 2018, in the amount of \$2,050.00. The Landlord's position is that he applied the Former Tenant's last month rent deposit to the last month of the first term of the tenancy. The Former Tenant's position is that rent was paid on the last month of the first term and for each consecutive month during their month-to-month tenancy up to May 2024. The Tenant's position is that the last month rent deposit should be applied to June 2024 which was the last full month of the tenancy.

Application of Last Month's Rent

10. The parties agreed that when the tenancy started the lawful rent was \$2,050.00 and that the Former Tenant paid \$4,100.00 upon move in for both first and last month's rent. The parties also believed that the Former Tenant signed a one-year fixed term lease agreement ending on or about February 7, 2019.
11. The Landlord originally testified that the Former Tenant provided a series of post-dated rent payment cheques for the first year. The Landlord could not remember how many cheques were provided by the Former Tenant but later testified he thought 11 post-dated

cheques might have been given. The Landlord testified the Former Tenant did not pay rent in January 2019 and started paying monthly rent by e-Transfer starting February 2019.

12. The Former Tenant also could not remember how many post-dated cheques were provided at the start of the tenancy; however, it was the Former Tenant's recollection that he started paying the monthly rent by e-Transfer in February 2019 because January 2019 was still covered by the post-dated cheques provided. The Former Tenant testified that the post-dated cheques were provided by another family member, and he could not gain access to their account for confirmation of how many cheques were cashed.
13. When assessing the testimony of the parties, I find neither to be reliable. Reliability refers to the accuracy of the testimony. It is an assessment of the witness's ability to observe, recall, and recount events correctly, regardless of their intent. Each party is trying to recall events that took place over 7 years ago and I do not believe either party has intent to mislead this Board. However, as I find each party to be equally unreliable, I must turn to what was consistent in the testimonial evidence provided and the relevant legislation.
14. Though the Landlord originally could not recall how many post-dated cheques he received from the Former Tenant at the start of the tenancy, he later recalled the possibility of that number being 11. If the Former Tenant paid first and last month rent in the total amount of \$4,100.00 when they moved in and then gave another 11 post-dated cheques for the monthly rent, then the Former Tenant paid the rent from February 2018 (first month rent) and then for 11 more months to January 2019. Since both parties agreed that the Former Tenant started paying rent by eTransfer in February 2019, I find that the Former Tenant paid all months of the first-year term and the last month rent was not applied to January 2019.
15. Section 38(1) of the Residential Tenancies Act, 2006 (the 'Act') states:

38 (1) If a tenancy agreement for a fixed term ends and has not been renewed or terminated, the landlord and tenant shall be deemed to have renewed it as a monthly tenancy agreement containing the same terms and conditions that are in the expired tenancy agreement and subject to any increases in rent charged in accordance with this Act.
16. Section 106(10) of the Act states that "[a] Landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates".
17. Therefore, the Former Tenant's tenancy did not end when the original one-year fixed term expired but rather it continued on a monthly basis until the parties agreed to end the tenancy by way of mutual agreement on July 24, 2024. According to the Act, the Landlord may not apply the last month rent deposit for any other purpose than the last rent period before the tenancy terminates.
18. Therefore, I find that the last month rent deposit paid by the Former Tenant shall be applied to June 2024 which was the last rental period of the tenancy.
19. The per diem rent due for July 1 to 24, 2024 was \$2,428.67.

20. The parties agreed that the Former Tenant paid \$1,156.00 to the Landlord on August 1, 2024.
21. Therefore, I find that rent and daily compensation owed to the Landlord is \$4,350.67. The last month rent deposit and interest owing on the deposit will be applied against the total amount the Former Tenant is required to pay the Landlord.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utility costs

23. The Former Tenant does not dispute that they failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
24. The Former Tenant also does not dispute that the Landlord incurred reasonable out-of-pocket expenses of \$643.00 as a result of the Former Tenant's failure to pay water costs.

Compensation for damage

25. Section 89(1) of the Act states:

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay **reasonable costs** that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 21 (1) of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force.

[emphasis added]

26. The position of the Landlord is the Former Tenant willfully or negligently caused damage to the rental unit and as a result the Landlord incurred costs. Though the Landlord's application stated costs of \$25,450.00 to repair or replace the damaged items, the Landlord mistakenly included his costs for rent and daily compensation as well as unpaid utilities in that total. The Landlord submitted an itemized list of expenses incurred as a result of damage which totalled \$20,050.00
27. The damage items the Landlord is claiming are as follows:
- \$1,000.00 for rental of 20-yard garbage bin

- \$3,000.00 for cleaning of the entire unit
- \$7,000.00 for painting the entire unit
- \$300.00 to replace damaged switches and outlets
- \$2,395.00 to replace the pool table
- \$580.00 to replace 4 closet doors on the second floor
- \$145.00 to repair damage to closet door on the first floor
- \$1,900.00 to replace living room carpet
- \$150.00 to replace Living room curtains
- \$280.00 to repair second-floor electric curtains
- \$1,300.00 to repair burn marks on first-floor flooring
- \$300.00 to repair stair handrail
- \$900.00 for repair of garage aluminum door
- \$800.00 for damage to marble bar counter in the basement

28. The Landlord submitted a series of thumbnail size photos showing the unit prior to the Former Tenant moving in compared with the unit after the Former Tenant moved out. The Landlord did not provide any receipts, quotes or online research of comparable items to substantiate he incurred the costs claimed.
29. The Former Tenant did not dispute that the unit was not left as clean as he would have liked and that there was some garbage left behind; however, the Former Tenant denied the other damages claimed were due to willful or negligent behaviour.
30. The Former Tenant also disputes that the Landlord incurred the total costs claimed. The Former Tenant fears that the Landlord is trying to recoup some of the expenses to stage the house for sale within his claim for damages.
31. On any application before the Board the Applicant (in this case the Landlord) bears the onus of not only proving their allegations on the balance of probabilities but also their claimed remedies. Without any supporting documentation from the Landlord, I cannot be satisfied, on the balance of probabilities that a) the claimed damages actually occurred and b) that if the claimed damages did occur and were the result of willful or negligent actions by the Former Tenant, that the costs incurred were the true and/or reasonable costs.
32. Additionally, some of the Landlord's claimed damages would be the result of normal wear and tear over a 7 plus year tenancy. For instance, I would expect that the rental unit would require fresh paint and that stair railings may have needed tightening.
33. However, since the Tenant did acknowledge that there was garbage left behind and that the unit was not left in a clean state and because this admission was also shown by the Landlord's submitted photos, I will award the Landlord reasonable costs for cleaning of the unit and removal of garbage. Based on my research and my knowledge of similar cases before the Board, I find \$1,500.00 to be reasonable for a 20-yard bin rental and for cleaning costs of the unit.

Rent Deposit

34. As stated in my findings above, the Landlord collected a rent deposit of \$2,050.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent

deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

35. Interest on the rent deposit, in the amount of \$219.97 is owing to the Former Tenant for the period from February 8, 2018, to July 24, 2024.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$4,350.67, which represents rent and compensation owing up to July 24, 2024.
2. The Former Tenant shall also pay to the Landlord \$643.00, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenant shall also pay to the Landlord \$1,500.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
4. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes \$2,269.97 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.
6. The total amount the Former Tenant owes the Landlord is \$4,409.70*. See Schedule 1 for the calculation of the amount owing.
7. If the Former Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

January 22, 2026
Date Issued

Melissa Anjema
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:

Rent and Compensation Owing To July 24, 2024	\$4,350.67
Utility Costs	\$643.00
Damage Costs	\$1,500.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,050.00
Less interest on the last month's rent deposit	-\$219.97
Total amount owing to the Landlord	\$4,409.70