



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-061685-25

In the matter of: 8, 242 D'ARCY ST
COBOURG ON K9A4A3

Between: Nerissa Sopeia Chu-A-Kong Landlords
Keith Anthony Chu-A-Kong

And

Crystal Robin Maclean Tenant

Nerissa Sopeia Chu-A-Kong and Keith Anthony Chu-A-Kong (the 'Landlords') applied for an order to terminate the tenancy and evict Crystal Robin Maclean (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

the Landlords also applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket costs the Landlords have incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on November 25, 2025.

Only the Landlords and the Landlords' legal representative, F.C. Ijeomah, attended the hearing.

As of 10:32 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

1. At the hearing, the Landlord testified that the Tenant vacated the unit on or around September 7, 2025. As the Tenant has vacated the unit, there is no need for me to consider the allegations on the N7 notice of termination. The only issue before the Board are the alleged damages contained in the L2 application.

Damages

2. This application is filed pursuant to section 89 of the *Residential Tenancies Act, 2006*, the ("Act").
3. The Landlord applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket costs in the amount of \$7,390.00 the Landlord incurred or will incur to repair or replace undue damage caused wilfully or negligently in the rental unit by the Tenant.
4. In the application, the Landlords' claim the following out-of-pocket expenses as a result of the alleged damage:
 - a) LG television - \$650.00
 - b) Toilet - \$700.00
 - c) Bedroom closet mirror - \$500.00
 - d) Desk - \$250.00
 - e) Door lock - \$70.00
 - f) Deadbolt - \$45.00
 - g) Cleaning company - \$475.00
 - h) Disposed clothing - \$3,000.00
 - i) Security company - \$1,700.00
5. To be successful on a claim for damages, the Landlord must prove on a balance of probabilities that the damage claimed is "undue". There is no definition in the Act of "undue", but it is fair to say that it means "out of the ordinary" or "not wear and tear caused by ordinary usage." The Landlord must also establish that the Tenant, an occupant or a guest either willfully or negligently caused the damage. If the Landlords establish undue damage which was caused willfully or negligently then the Landlord must lead sufficient evidence to show what the reasonable cost of repair is.
6. The Landlord, Nerissa Sopeia Chu-A-Kong (NC), testified that she rented the unit partially furnished. NC testified that an LG TV, a desk, a chair, a glass table and old clothes were still in the unit when the Tenant commenced occupancy of the unit.
7. NC testified that the damages were observed on June 29, 2025 as a result of an inspection conducted in the unit.

TV Damage

8. NC testified that the Tenant damaged the LG TV in the unit. A photo of the damaged TV was submitted into evidence. NC testified that the photo was taken on July 13, 2025. NC

testified that the TV originally cost her \$1,000.00 when it was purchased two years ago. NC submits that a similar TV is now valued at \$650.00.

Damaged Toilet

9. NC testified that the condominium's president reported a leak in the Tenant's unit. The Landlords attempted to conduct a unit inspection scheduled for June 24, 2025 where the Tenant denied access into the unit. NC testified that eventually the toilet had to be replaced as a result of the leak. NC testified that the plumbers determined that the toilet was tampered with. NC submitted a photo of the bathroom counter, the toilet and a photo of the bathtub filled with water.
10. NC testified that they incurred a cost of \$700.00 to repair the toilet. The Landlord further asserts that they were required to repair the damages caused to the unit below. Damages incurred with respect to the unit below were not claimed on the application, as such, damages to the unit below were not considered in my determination.
11. The Landlords claim of \$700.00 for the toilet damage is denied. The Landlords failed to submit a copy of the plumber invoice and or report to substantiate their allegation that the Tenant caused damage to the toilet as a result of them tampering with the toilet. There was no evidence before the Board to substantiate the alleged damage or the incurred out-of-pocket expense. The photos submitted by the Landlord do not substantiate that the toilet is damaged. As a result, the Landlords' claim of \$700.00 for damage caused to the toilet is denied.

Damaged Glass Desk

12. NC submitted a photo of a glass desk under the TV and testified that the desk was damaged from what appears to be a baseball bat. A photo of the baseball bat was also submitted into evidence. NC testified that she does not recall what the price of the desk was, however, similar desks are now selling at \$250.00.
13. The photo submitted by the Landlord does not show a damaged glass desk. There was no other documentary evidence, such as photos or receipts submitted by the Landlord. As a result, the Landlords' claim of \$250.00 for the damaged glass desk is denied. I am not satisfied that the glass desk was damaged.

Bedroom Mirror

14. NC testified that the Tenant caused damage to bedroom closet mirror door, there was a crack in the mirror. NC testified that the cost to replace the closet mirror door is \$500.00. NC did not submit any documentary evidence to substantiate her claim of a broken closet mirror door, such as photographs of the damage, receipts or quotes for the cost to repair. As such, the Landlords' claims of \$500.00 for the cost of the alleged broken closet mirror door is denied.

Door Lock/Deadbolt

15. NC testified that the Tenant removed the lock from the main entrance door. A photo of the door was submitted into evidence. On review of the photo, it is evident that the lock was removed from the door leaving a gap in the door. NC testified that the cost to replace the lock and deadbolt totaled \$105.00.

Missing Clothing

16. NC testified that she had two boxes worth of work clothes (suits and shoes) in the rental unit. NC alleges that the Tenant was responsible for removing the items from the unit, NC testified that her husband saw her jacket flying in the wind and they saw black garbage bags in the garbage dumpster filled with the alleged clothing. The Landlords did not retrieve their belongings from the garbage as they feared they would get hurt by needles. NC asserts that her clothing was only 1-2 years old and valued at \$3,000.00.
17. The photo submitted by NC accurately reflect black garbage bags in the garbage dumpster, however, it is not clear as to what is inside the garbage bags. NC asserts that the brown items seen on one of the bags is a piece of her clothing, however, NC did not go through the bags to confirm what was inside or whether or not the items were in fact damaged.
18. On a balance of probabilities, I find that NC's testimony with respect to the garbage bags in the dumpster is speculative. It was NC's direct testimony that they did not go through the garbage bins for fear of being harmed by needles. While I accept NC's fear of going through the garbage bags, it is unclear from the photo that the items inside the garbage bags belonged to the Landlords. Additionally, the Landlords did not submit photos of the missing items or that the items were damaged. In the circumstances, the Landlords' claims of \$3,000.00 for damage caused to clothing is denied.

Cleaning Company

19. NC submitted invoice dated September 16, 2025, for \$389.88, from Fresh Start Cleaning. NC asserts that the Tenant had a dog that urinated in the unit, the Tenant smoked in the unit and the Tenant left drug paraphernalia in the unit resulting in the Landlord having to hire the cleaning company to bring the unit to a state of ordinary cleanliness.
20. NC testified that the cleaning charge is not a damage, however, the cost was incurred as a result of the Tenant's conduct of leaving the unit in a disarray.
21. The Landlords' claim for cleaning services is denied. Cleaning services are not damages and in my view, considered out-of-pocket expenses as a result of the Tenants actions. The application before me does not claim out-of-pocket expenses pursuant to section 88.1 of the Act but for wilful or negligent damage pursuant to section 89 of the Act. As an application pursuant to section 88.1 of the Act is not properly before me, the Landlords' claim for cleaning services was not considered in my determination.

Security Invoice

22. The Landlords request \$1,700.00 as a result of damages caused to the cameras in the rental unit by the Tenant. The Landlords failed to submit any documentary evidence such as photos of the damaged cameras or a copy of the security camera invoice. As a result, I am not satisfied that the Tenant caused damage to the security cameras or that the Landlords incurred an expense for such damage. As a result, the Landlords claim of \$1,700.00 for camera damages is denied.
23. On the basis of the submissions and evidence before me, I find that the Tenant caused wilful or negligent damage to the LG TV and to the lock and deadbolt of the main entrance door. I am satisfied that the Landlords incurred or will incur reasonable out-of-pocket expenses of \$755.00 to replace or repair the damaged property (LG TV \$650.00 and lock/deadbolt \$105.00).
24. With respect to the allegations of wilful or negligent damage to the toilet, the bedroom closet mirror door, the glass desk, the Landlords' clothing, cameras, garbage disposal and cleaning fees, on a balance of probabilities, I am not satisfied that the Landlord has proven undue damage.
25. Even if the Landlords had proven that damage occurred, the Landlords have failed to establish the reasonable out-of-pocket expenses they have incurred or will incur as a result. The Landlords did not submit any documentary evidence of the alleged costs, such as receipts, quotes or final invoices. Accordingly, the Landlords' claims for compensation arising from these allegations are denied.
26. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
27. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated as of September 7, 2025, the date the Tenant vacated.
2. The Tenant shall pay to the Landlords \$755.00, which represents the reasonable costs of repairing or replacing the LG TV and the lock and deadbolt for the main entrance door.
3. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlords is \$941.00.
5. If the Tenant does not pay the Landlords the full amount owing on or before February 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.

February 4, 2026
Date Issued

 Mayra Sawicki

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.