



**Order under Section 69 / 88.1 / 88.2 / 89
Residential Tenancies Act, 2006**

Citation: Lee v Au-Yeung, 2026 ONLTB 19079

Date: 2026-03-02

File Number: LTB-L-047973-24

In the matter of: 755 CORNELL ROUGE BLVD
MARKHAM ON L6B0K2

Between: Gordon Lee Landlords
Ada Siu

And

Man Wa Ng Tenant

Gordon Lee (GL) and Ada Siu (AS) (the 'Landlords') applied for an order to terminate the tenancy and evict Man Wa Ng (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlords also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has 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.

The Landlords also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on November 24, 2025.

The Landlord AS and the Tenant's representative M. Lee attended the hearing.

Note: The application names Schubert Au Yeung as a Tenant. In order LTB-L-092366-23, issued on September 4, 2024, I removed Mr. Au Yeung as a Tenant in all of the Landlord's applications respecting this tenancy. The application is amended to removed Mr. Au Yeung's name. The application also names Michael Lee as a Tenant. The Landlords have never taken the position that Mr. Lee is a Tenant (in fact, they applied to have him declared an unauthorized occupant), and so Mr. Lee's name is also removed as a Tenant.

Determinations:

N12 notice of termination

1. The Tenant vacated the rental unit on January 22, 2025. It is therefore not necessary to consider whether the Landlord has established grounds for terminating the tenancy.

Monetary remedies

Compensation for use of the unit after the termination date in the N12 notice

2. The Landlords filed an L1 application (LTB-L-064083-24). The order for the L1 application will address any amounts of rent/compensation owed for the use of the unit from July 2024 up to the date the Tenant vacated the unit and so it is not necessary to direct the Tenant to pay compensation in this order.

Out-of-pocket expenses due to substantial interference

3. The application claims \$50,000.00 for out-of-pocket expenses due to substantial interference because the Tenant allegedly installed a surveillance camera and refused to allow potential buyers to enter the unit.
4. The Landlords did not identify any expenses in the application and filed no evidence showing that they incurred expenses. I am therefore not satisfied that the Landlords incurred any out-of-pocket expenses due to substantial interference.

Undue damage

5. The application claims \$500.00 in compensation to repair damage to the walls due to "blue crayons and paint all the house."
6. At the hearing the Landlord AS testified that the damage consisted of crayon marks on the walls and she removed these marks herself. I am therefore not satisfied that the Landlords incurred any expenses in relation to repairing the crayon marks.

Utilities costs

7. The Landlords indicate in the application that they claim the cost of unpaid utilities but they also indicated that these costs are \$0.00. No amount is claimed and so no amount will be ordered to be paid.

Disposition

8. For the above reasons, this application shall be dismissed.

It is ordered that:

9. The Landlords' application is dismissed.

March 2, 2026

Date Issued

Renée Lang

Vice Chair, 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.