



Order under Section 89 Residential Tenancies Act, 2006

Citation: Wang v Prince 2026 ONLTB 19952

Date: 2026-03-09

File Number: LTB-L-012591-24

In the matter of: 24 STEEPLECHASE DR
ANCASTER ON L9K1L1

Between: Hai Wang Landlord

And

Susan Prince
Michael Elston Former Tenants

Hai Wang (the 'Landlord') applied for an order requiring Susan Prince and Michael Elston (the 'Former Tenants') 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 Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on October 7, 2025.

The Landlord, the Landlord's legal representative, J. Wang, and the Tenants, S. Prince, attended the hearing.

Determinations:

1. On consent of the parties, the application is amended to reflect the correct out-of-pocket costs the Landlord incurred or will incur to repair or replace undue damage to property from \$20,648.63 to \$15,772.54.
2. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities. Therefore, on or before March 20, 2026, the Former Tenants shall pay to the Landlord \$11,441.64.
3. I am satisfied that the Landlord served the Former Tenants 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.
4. These documents were served on May 14, 2025 via e-mail.
5. The Former Tenants vacated the rental unit on January 13, 2024.

6. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.
7. The rental unit is a detached 2000 square foot residential home with four bedrooms, four and a half baths, one and a half garage, fully renovated basement, backyard and driveway.

Compensation for damage

Landlord Evidence

8. The Landlord testified that he personally occupied the rental unit prior to the Tenants moving in. According to the Landlord, the rental unit was provided to the Tenants in a good state of repair and all major appliances were in working order. The Landlord did not submit documentary evidence, such as photos or video, showing the condition of the rental unit prior to the Tenants taking possession.
9. After the Tenants vacated the rental unit, the Landlord retained John Design & Improvement Company (the "contractor"), to conduct an inspection of the rental unit on February 3, 2024. The Landlord testified that he and the contractor observed extensive damage to the rental property.
10. The Landlord relied on the contractor's inspection report, filed as evidence ID 4725672. The Landlord testified that the washer, dryer and stove were missing from the rental unit at the time of the inspection. However, the Landlord confirmed that he is no longer seeking compensation for the replacement of these items. As such, these items were not considered in my determination.
11. The Landlord testified that the following issues were identified during the February 3, 2024 inspection:
 - Front door lock had been removed and damaged.
 - The kitchen sink was leaking and water had accumulated under the sink.
 - The second bedroom door was damaged.
 - A bedroom identified as the "gold room" had both a broken light and door.
 - The backyard was left with dog feces and garbage.
 - The Landlord testified that five trash bins were filled to remove garbage left behind.
 - Damage to the central vacuum system.

The Landlord did not submit documentary evidence, such as photographs, to substantiate the above allegations.

12. With respect to the items listed below, the Landlord submitted photographs in support of his allegations:

- The hood vent was damaged, with one button and a hose missing.
- The refrigerator was damaged as the refrigerator racks and containers were missing.
- The front porch steps were broken.
- The garage door was broken and being held together by two strings.
- The stair railing was broken with nails protruding.
- One of the glass doors in the master bedroom bathroom was missing.
- The wall in the second-floor bedroom, identified as the “blue room”, had scratches and holes.
- The hallway bathroom on the second floor had a broken toilet flush handle broken and the bathroom door frame was cracked.
- Graffiti in permanent marker was present on the second-floor wall, which the Landlord testified could not be removed.
- The light fixture leading up to the basement was damaged.
- The basement drop ceiling had water damage as a result of water under the kitchen sink.
- The bathroom basement smoke detector was damaged, and the ceiling had cracks requiring repair and repainting.
- The basement door was removed and off its hinges.
- The garage was left full of garbage, resulting in a foul odour.

13. The Landlord submitted the contractor’s estimate quoting repair costs between \$19,648.63 and \$20,648.63. The Landlord testified that the Tenants never raised maintenance concerns during the tenancy, except for an issue relating to roof shingles and an AC concern.

14. The Landlord testified that the contractor was retained to complete the repairs and submitted a copy of the contract and final invoice totaling \$15,772.54. The Landlord withdraws the costs associated with the broken closet mirror and the carpeted stairs included in the original quote, reducing the total claimed damage costs to \$15,173.64. The Landlord testified that the work was completed on or around August 2024.

15. During cross-examination, the Landlord testified that he paid the contractor in multiple installments through e-mail transfer and cash payments. However, the Landlord did not submit proof of payment.

Tenants Evidence

16. The Tenants denies the majority of the damage alleged by the Landlord.
17. It was undisputed that the Tenants vacated the rental unit as a result of the sheriff enforcing an eviction order. The Tenant testified that the sheriff had given them until January 21, 2024 to vacate the unit; however, the Tenants moved out on January 13, 2024.
18. The Tenant did not submit any documentary evidence, such as photographs or videos, showing the condition of the rental unit either at move-in or at move-out. The Tenants testified that the front door lock was a smart lock that would continuously unlock itself. As a result, the Tenants changed the lock and assert that the original lock was left on the stairs when they vacated the unit.
19. The Tenant testified that the kitchen hood vent was already damaged when they moved into the rental unit. The Tenant stated that this concern was verbally raised with the Landlord but was never addressed.
20. The Tenant testified that the kitchen sink was not leaking when they vacated the rental unit. The Tenant stated that prior to vacating the unit, the sink had been leaking, but they replaced the tap which resolved the issue. No documentary evidence of the purchased tap was submitted.
21. The Tenant testified that the refrigerator's racks and containers had been removed to wash them and were left on the kitchen counter.
22. The Tenant testified that the front porch steps had previously broken and were repaired by the Landlord's friend. The Tenant acknowledged that the tiles broke again but stated that they did not advise the Landlord of the damage. The Tenant was unable to recall how the damage occurred but takes the position that the condition amounted to normal wear and tear.
23. The Tenant acknowledges that the garage door was damaged when they attempted to clean it and the chain attached to the garage came off. The Tenant testified that the damage may also have been caused by her children using hockey sticks.
24. The Tenant testified that the stair railing was already cracked when they moved into the rental unit and eventually broke during the tenancy. The Tenant stated that they verbally raised this issue with the Landlord but does not know how the railing ultimately broke.
25. The Tenant testified that the toilet handle frequently fell off and that they removed it and left it under the sink. The Tenant acknowledges that they did not notify the Landlord of this issue.
26. With respect to the bedroom referred to as the "gold room", the Tenant testified that the light fixtures and door handles were removed and left in the closet.
27. The Tenant acknowledges that her son caused damaged to the glass door in the second-floor bathroom, the wall in her son's bedroom, identified as the "blue room", graffiti on the second-floor hallway wall, and damage caused to the bathroom's door frame.

28. The Tenant acknowledges that garbage was left in the garage and that they had a dog and left items in the backyard. The Tenant testified that the sheriff had given them until January 21, 2024 to move out of the rental unit and that they intended to return after moving out on January 13, 2024, to clean up and repair certain items. However, the Tenant testified that the Landlord took immediate possession of the unit, and they were unable to return to complete the clean up so as not to engage with arguments with the Landlord.
29. The Tenant denies causing damage to the basement ceiling. The Tenant testified that portions of the basement's drop ceiling had stains but stated they did not report this to the Landlord.
30. The Tenant denies causing damage to the basement bathroom door or removing the smoke detector and asserts that these conditions existed when they moved into the rental unit.
31. The Tenant denies causing damage to the basement door. The Tenant testified that although the door had been removed, the door and hinges were left behind and could be reinstalled.
32. The Tenant denies causing damage to the central vacuum and asserts that it was in working order when they vacated the rental unit.
33. The Tenant submits that the invoice provided by the Landlord contains unreasonable pricing and appear to be arbitrarily determined. The Tenant submitted a screenshot from a search conducted on the Canada Business Registries website and testified that the contractor's business number was not located in the registry, suggesting that the business does not exist.
34. The Tenant further argues that charges relating to light fixtures and doorknobs should not be considered because these items were left behind for the Landlord to reinstall. The Tenant submitted pricing for light fixtures, doorknobs, door frames, doors, and paint, and takes the position that the estimates submitted by the Landlord are fabricated. The Tenant also notes that the Landlord did not submit proof of payment to the contractor.
35. The Tenant takes the position that if they are found liable for any damages, liability should be limited to the damage caused to the wall in her son's bedroom, the bathroom glass door and graffiti on the hallway wall. The Tenant also submits that repainting the entire house is unreasonable and constitutes normal wear and tear following a nine-year tenancy. On review of the contractor's invoice, the costs incurred relate to the repair of the damaged holes, scratches and repainting of the walls for which the Tenant has accepted liability. The invoice does not include costs for the repainting of the entire house as alleged by the Tenant.
36. The Landlord submits that the Tenant has failed to establish that the lights and doorknobs were left behind in the rental unit or that the items were already damaged when the Tenants moved in. The Landlord testified that the contractor has 20 years of experience and that the invoice includes both labour and materials. The Landlord states that the final invoice is less than the original estimate and reflects only the out-of-pocket costs incurred to repair the damage caused by the Tenants.

Analysis

37. This application was filed pursuant to section 89 of the *Residential Tenancies Act, 2006*, the ("Act"), which allows a landlord to seek compensation for reasonable costs incurred to repair or replace property where a Tenants has wilfully or negligently caused undue damage to the rental unit.
38. Therefore, to be entitled to compensation, the Landlord must establish on a balance of probabilities that the rental unit sustained damage beyond normal wear and tear, and the Tenants wilfully or negligently caused the undue damage.
39. Based on the evidence before me, on a balance of probabilities, I find 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.
40. The Landlord submitted photograph evidence of damage observed in the rental unit after the Tenants vacated. The photographs show damage to the hood vent, refrigerator, front porch steps, garage door, stair railing, glass door in master bedroom bathroom, the second bedroom wall, the toilet flush handle, the bathroom door frame, graffiti on the second floor wall, the basement light fixture, drop ceiling tiles, the smoke detector, and a removed basement door.
41. The Tenant acknowledges having caused damage to several areas of the property and denies responsibility for the remaining items. The Tenant testified that some items were left behind for installation but failed to provide documentary evidence to support this assertion. The Tenant also testified that she intended to return to the unit to complete certain repairs and clean up the garbage but chose not to do so because she did not wish to engage in further conflict with the Landlord. While I accept that the Tenant did not want to engage with the Landlord, I do not accept the Tenant's assertion that no additional damage was caused during the tenancy.
42. With respect to the Tenant's allegation that the contractor's business does not exist based on her business registry search, I am not satisfied that the allegation has been established. The Landlord provided an estimate of the contractor's repairs and later submitted a final contract and invoice showing that the total cost was less than the initial estimate. The Tenant could have contacted the contractor or summonsed them as a witness to challenge the authenticity of the work performed but did not do so.
43. With respect to the Tenant's allegation that Landlord failed to prove payment to the contractor, section 89 of the Act permits a Landlord to recover reasonable costs that the Landlord has incurred or will incur to repair or replace damaged property. Whether the Landlord has already paid the contractor is therefore not determinative.
44. I note that the Landlord failed to submit documentary evidence, such as photos or videos, to corroborate the alleged damage to the kitchen sink and central vacuum. Accordingly, I dismiss this portion of the claim. The contractor's invoice did not include charges relating to the kitchen sink, but did included charges of \$118.00 for the vacuum, which shall be deducted from the total owing.

45. The Landlord also failed to establish on a balance of probabilities that the kitchen sink was leaking nor that the alleged leak caused water damage to the basement ceiling tiles. While the tiles appear stained, there is no evidence establishing the cause of the staining. I am therefore not satisfied that the Tenants caused damage to the basement ceiling tiles. Accordingly, the charges of \$3,200.00 for labour and material associated with this repair shall be deducted from the total balance owing.
46. The Landlord also claims \$600.00 for the cleaning and garbage disposal. Cleaning and garbage disposal are not damages caused to the unit. Cleaning and garbage disposal fees fall within section 88.1 of the Act.
47. As no application under section 88.1 of the Act is before me, the claim for cleaning and garbage disposal in the amount of \$600.00 shall also be deducted from the total amount owing.
48. After deducting the amounts described above, I find on a balance of probabilities, that the Landlord incurred or will incur reasonable costs of \$11,255.64 to repair the damage or replace property that was damaged and cannot reasonably be repaired.
49. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$11,255.64, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenants owes the Landlord is \$11,441.64*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenants does not pay the Landlord the full amount owing on or before March 20, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

March 9, 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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenants must pay the Landlord:

Damage Costs	\$11,255.64
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$11,441.64