



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

File Number: LTB-L-066377-25

In the matter of: 19 COCKBURN DR
SCARBOROUGH ON M1C2T1

Between: Yan Hua Chen Landlord

And

Theresa Stevenson Tenant
Michael Wallace

Yan Hua Chen (the 'Landlord') applied for an order to terminate the tenancy and evict Theresa Stevenson and Michael Wallace (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

Yan Hua Chen (the 'Landlord') applied for an order requiring Theresa Stevenson and Michael Wallace (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.

Yan Hua Chen (the 'Landlord') applied for an order requiring Theresa Stevenson and Michael Wallace (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.

This application was heard by videoconference on November 26, 2025.

Only the Landlord attended the hearing.

As of 9:45 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 Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N5 Notice of Termination Compensation for Damages

On July 28, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on August 2, 2025, with a termination date of August 25, 2025. The notice of termination contains the following allegations:

- The Landlord testified that on or about July 22, 2025, the Landlord inspected the rental unit and discovered undue damages caused by the Tenants. The damages included a hole in the wall behind the main entrance door, large red stains on the ceiling of the basement and family and peeling paint in multiple places on the kitchen cabinets.
 - The Landlord provided an estimate of \$3,000.00, to repair and replace the damages to the rental unit.
4. I find based on the uncontradicted evidence that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. The Landlord has incurred reasonable costs of \$3,000.00 to repair the damage and replace property that was damaged and cannot be repaired and is entitled to these damages.
 5. Compensation for unpaid utilities

The Tenant failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement. The outstanding utility bills are from January 2025 until October 2025.

6. The Landlord has incurred reasonable out-of-pocket expenses of \$1,022.68 as a result of the Tenant's failure to pay heat, electricity and/or water costs.
7. Relief from eviction

The Landlord requested no eviction against the Tenant. He simply wished the Tenant to pay the outstanding damages claim and utility arrears within 14 days or interest to incur.

I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
 - The Tenant shall pay to the Landlord \$1,022.68, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
 - The Tenant shall pay to the Landlord \$3,000.00, which represents the reasonable costs of repairing the damage and replacing the damaged property.
 - The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
2. The total amount the Tenant must pay the Landlord is \$4,208.68.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 31, 2026 at 4.00% annually on the balance outstanding.

March 19, 2026

Date Issued

Anthony Bruno

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.