



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-049894-25

In the matter of: 2708, 25 HOLLY ST
TORONTO ON M4S0E3

Between: HOLLYDUNFIELD RESIDENCES CORP. Landlord

And

Xueheng Li Tenant
Yifan Ma

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

HOLLYDUNFIELD RESIDENCES CORP. (the 'Landlord') also applied for an order requiring Xueheng Li and Yifan Ma (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 17, 2025.

The Landlord's Agent, John Wesso, the Landlord's Legal Representative, Howard Levenson and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.

Compensation for Undue Damage

2. The Landlord has not proven 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.
3. The Landlord submits that on April 25, 2025, the Landlord conducted an inspection of the rental unit and observed visible scratches on the surface of the glass stovetop.

4. The Landlord's Agent, John Wesso ('JW') testified that the stove was a new stove that was provided to the Tenant at the outset of the tenancy on or about July 1, 2024. JW testified that while the stove was still functional, the stovetop was so physically damaged it could not be repaired and had to be replaced at a cost of \$802.30 due to the Tenants' willful or negligent use. Photos of the stove along with an inspection report dated April 25, 2025 were entered into evidence by the Landlord.
5. The Tenants denied causing undue damage to the stovetop. The Tenants submit that while the Landlord's Agent testified that the stove was provided to them at the outset of the tenancy, there was insufficient evidence to establish that the damage to the stove was a result of the Tenants' use.
6. The Tenant, Xueheng Li ('XL'), entered into evidence a photo of the stovetop which they assert was taken on June 17, 2025 and shows that a large difference in the amount of the alleged scratches and damages were rectified by the Tenant before they moved out of the rental unit. included in the Landlord's April 25, 2025 photos. Further, it appears from the Landlord's photos that a portion of the alleged damage appears to be the result of stains or other debris that could have and likely was cleaned off based on the Tenant's photos.
7. I am not satisfied based on the evidence before me that the Landlord has established, on a balance of probabilities, that the Tenants willfully or negligently caused undue damage. In this case, I was not satisfied that the replacement of the stove was required. While I accept based on the photos of both the Landlord and the Tenant that there was some visible scratching to the glass stovetop, I was not satisfied that the Landlord has proven that the damage rose above normal wear and tear.
8. As I was not satisfied that the Landlord has provided sufficient evidence to establish undue damage, the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 27, 2026

Date Issued

Christopher Lin

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.