



Order under Section 88.1 / 89 Residential Tenancies Act, 2006

File Number: LTB-L-026927-25

In the matter of: 1903, 3900 CONFEDERATION PKY
MISSISSAUGA ON L5B0M3

Between: Qianwen Fang Landlord

And

Marelyn Leggieri Tenant

Qianwen Fang (the 'Landlord') applied for an order requiring Marelyn Leggieri (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 Landlord 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.

This application was heard by videoconference on March 16, 2026. Only the Landlord and the Landlord's legal representative Qianwen Fang attended the hearing.

As of 9:58am, 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.

Preliminary:

Amending Application:

1. The Landlord's application was amended on February 22, 2026 to increase the costs to repair and/or replace undue damage from \$4,086.06 to \$53,354.31 and to decrease the costs of unpaid utilities from \$2,777.82 to \$1,321.12. This application was served to the Tenant and filed with the Board prior to the hearing.
2. At the hearing, I exercised my discretion under subsection 201(1) (f) of the *Residential Tenancies Act, 2006* (the Act) to include some of the Landlord's claims for undue damages and the costs claimed for unpaid utilities to be under 'reason 5' of the application which is claim for out-of-pocket expenses incurred as a result of the conduct of the Tenant, their occupants and/or permitted guests that substantially that substantially interfered with the

Landlord's reasonable enjoyment, lawful rights, privilege and/or interest of the rental unit, other than costs incurred for unpaid utilities and undue damages.

3. Although not present at the hearing, I do not find this amendment to be prejudicial to the Tenant as the allegations and the amounts claimed remain the same.

Monetary Jurisdiction:

4. The amounts claimed by the Landlord exceed the Board's monetary jurisdiction of \$50,000.00. The Landlord's legal representative understood that in accordance with section 207(3) of the *Residential Tenancies Act, 2006* (Act), by pursuing this application before the Board, the Landlord cannot claim any amounts in excess of \$50,000.00 in a new application before the LTB or before a Court of competent jurisdiction.

Determinations:

5. As explained below, the Landlord has proven the claim for compensation in the application.
6. The Tenant was in possession of the rental unit on the date the application was filed.
7. The Tenant vacated the rental unit on November 13, 2025.
8. The rental unit is in a condominium. The Landlord owns / manages the single unit.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for Damages:

10. The Landlord's claim for undue damages is filed pursuant to section 89(1) (a) of the Act:

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,

- (a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex

11. The Landlord testified that after the Tenant had vacated, she inspected the rental unit and observed several damages to the rental unit. The damages include the following:

- Damages appliances (stove and microwave)
- Holes in drywall
- Damages interior doors / door frames

- Damages to the bathroom toilet and vanity
- Excessive amounts of garbage and furniture left behind
- Unit not kept in an ordinary state of cleanliness and requiring a deep clean

12. The Landlord submitted into evidence photographs of the damages / state of the rental unit (LL exhibit #1) and an invoice from the contractor who conducted the repairs and purchased the new appliances (LL exhibit #2). Per the invoice, the Landlord incurred \$42,488.00 in costs to repair and/or replace the damaged property.
13. Based on the uncontested evidence and submissions before the Board, I am satisfied that the Tenant, their occupants and/or permitted guests have caused undue wilful and/or negligent to the rental unit and that the Landlord incurred \$42,488.00 in costs to repair and/or replace the damaged property. As such, the Tenant will be ordered to pay this amount to the Landlord.

Costs for Substantial Interference:

14. This portion of the Landlord's application is filed pursuant to section 88.1 of the Act:

88.1 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,

- (a) while the tenant or former tenant is or was in possession of the rental unit, the conduct of the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant is or was such that it substantially interferes or interfered with,
 - (i) the reasonable enjoyment of the residential complex for all usual purposes by the landlord, or
 - (ii) another lawful right, privilege or interest of the landlord; and
- (b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day section 19 of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force

- (4) The costs referred to in subsection (1) are reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of an interference described in clause (1) (a) and do not include costs that the landlord may recover in an application under section 88.2 or 89.

15. The Landlord testified that the Tenant owes \$1,321.12 in unpaid cable and internet charges. The Landlord submitted into evidence a copy of the tenancy agreement confirming that the Tenant is responsible for these charges and a ledger of the outstanding charges (LL exhibits 3 & 4).

16. The Landlord also testified that they incurred out of pocket expenses in the amount of \$1,086.06 to pay to the City of Mississauga for a false fire alarm. The Landlord submitted into evidence a copy of this invoice (LL exhibit #5) and stated that this cost was incurred because the Tenant's guest pulled the fire alarm in the condo without any fire or emergency occurring on August 10, 2024.
17. The Landlord also testified that the Tenant did not return the keys to the rental unit, nor did they return the garage door FOB key. As a result, the Landlord incurred \$480.25 in out-of-pocket expenses to hire a locksmith to change the locks to the rental unit door and \$300.00 to replace the building and parking garage FOB keys. The Landlord submitted into evidence copy of these invoices / costs (LL exhibit #6).
18. Based on the uncontested evidence and submissions before the Board, I find that the Tenant, their occupants and/or permitted guests have engaged in conduct that has substantially interfered with the Landlord's reasonable enjoyment, lawful rights, privileges and/or interest of the rental unit and that this conduct has resulted in the Landlord incurring \$3,187.43 in out of pocket expenses for the costs referred to above.
19. The Landlord also requested from the Board \$9,000.00 for rental income lost for the months of December 2025 to February 2026 because the Landlord was unable to re-rent the unit immediately due to the damages and the condition the unit was left in by the Tenant. The Landlord ultimately confirmed at the hearing that the Tenant was evicted by a prior order issued by the Board (LTB-L-020281-25) and that the rental unit was subsequently sold on March 6, 2026, for over \$500,000.00.
20. The Landlord's claim for the rent loss is denied as I find that the Landlord did not actually incur any out-of-pocket expenses and that any loss of rental income for this three-month period was recovered by the sale of the property.
21. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 13, 2025.
2. The Tenant shall pay to the Landlord \$42,488.00, which represents the reasonable costs of repairing and/or replacing the damaged property.
3. The Tenant shall also pay to the Landlord \$3,187.43 in out-of-pocket expenses incurred for the Tenant's conduct that substantially interfered with the Landlord's reasonable enjoyment, lawful rights, privileges and/or interest of the rental unit.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$45,861.43
6. If the Tenant does not pay the Landlord the full amount owing on or before April 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 21, 2026 at 4.00% annually on the balance outstanding.

April 9, 2026
Date Issued

Fabio Quattrociocchi
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.