



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

File Number: LTB-L-076153-24
LTB-T-010256-25

In the matter of: 2901, 2221 YONGE ST
TORONTO ON M4S0B8

Between: Baytree Property Management Inc. Landlord

And

Tania Megumi Uehara Chinen Tenant

L2: LTB-L-076153-24: Baytree Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tania Megumi Uehara Chinen (the 'Tenant') because:

- 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

The Landlord 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.

T2: LTB-T-010256-25: The Tenant applied for an order determining that the Landlord:

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household

Those applications were heard by videoconference on April 1, 2026.

The Landlord's agent, Kim Tim, the Landlord's Legal Representative, Grace Yun, the Tenant's Legal Representative, Sarah Vaz, and the Tenant attended the hearing.

Determinations:

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1. At the hearing, the Tenant's Legal Representative requested to withdraw the application. As there was no objection from the Landlord, the request was granted.

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2. At the hearing, the Landlord's legal representative stated that the Tenant vacated the rental unit on April 30, 2025. Therefore, the Landlord was no longer seeking an order terminating the tenancy. Rather, the Landlord was seeking an order for compensation for damage to the residential complex. The Landlord's application was filed on September 18, 2024. The Tenant was in possession of the rental unit on the date the application was filed.

Compensation for damages

3. The Landlord claims that the Tenant wilfully or negligently caused undue damage to the rental unit or residential complex.
4. Section 89 of the *Residential Tenancies Act, 2006* permits compensation for undue damage caused by a tenant, an occupant, or a person permitted in the residential complex by the tenant. The Landlord therefore had to prove, on a balance of probabilities, both that the damage was caused by someone for whom the Tenant was responsible and the amount reasonably payable for that damage.
5. The Landlord's claim relates to alleged damage to the residential building's garage door. The Landlord's position is that the damage occurred during the Tenant's move in and that the Tenant is responsible for the repair costs. The total amount claimed is \$11,116.95.
6. The Landlord relied primarily on the evidence of Mr. Kim, together with emails, an incident report, invoices, and proof of payment. However, Mr. Kim was the Landlord's tenant relations staff member and did not witness the incident. He did not speak with the security guard at the time of the incident. The Landlord's Legal Representative also sought to introduce a video footage to demonstrate that the Tenant's moving truck damaged the garage door. However, that evidence was not admitted and, in any event, did not identify the Tenant, the Tenant's contractor, or any person associated with the Tenant. Further, the date on the video footage was in May 2025, which was after the Tenant had moved out of the rental unit. I therefore place no weight on the video footage.
7. There were also inconsistencies in the Landlord's documentary evidence concerning the date of the incident. The incident report stated that the incident occurred on April 18, 2024, while one of the Landlord's invoices was dated April 13, 2024. The Landlord was unable to explain this discrepancy. I therefore find that the Landlord's evidence on causation was largely hearsay and circumstantial.
8. I am not satisfied, on a balance of probabilities, that the Landlord proved that the damage to the garage door was caused by the Tenant, an occupant of the rental unit, or a person permitted in the residential complex by the Tenant. The Landlord's evidence does not establish who caused the damage, and the documentary record contains material inconsistencies, including with respect to the relevant dates.
9. Even if I am wrong on the issue of causation, I am also not satisfied that the Landlord proved the amount claimed with sufficient reliable evidence. Although the Landlord submitted invoices and evidence of payment, Mr. Kim acknowledged that he did not obtain other quotes, did not retain his own contractor, did not verify the final amount before payment, and did not question the increase from the initial amount of \$1,775.95 to the final

total of \$11,116.95, even though he was surprised by it. He also could not say whether the garage door remained functional after the alleged incident. In these circumstances, I am not satisfied that the Landlord proved that the full amount claimed was reasonably attributable to damage caused by the Tenant.

10. I have also considered the emails between Mr. Kim and the Tenant. Those emails show that the Tenant was aware of the Landlord's claim and that there were discussions about payment. However, awareness of the claim is not the same as proof that the Tenant caused the damage or accepted responsibility for the full amount later claimed. The emails do not cure the deficiencies in the Landlord's evidence.
11. Accordingly, I find that the Landlord has not proven, on a balance of probabilities, that the Tenant, an occupant, or a person permitted in the residential complex by the Tenant caused the garage door damage, or that the amount claimed was proven with sufficient reliable evidence. The Landlord's application is therefore dismissed.

It is ordered that:

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1. The Tenant's T2 application having been withdrawn, the LTB's file is closed.

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2. The Landlord's application is dismissed.

April 14, 2026
Date Issued

Joy Xiao
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.