



**Order under Section 87 / 89  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-013140-25

**In the matter of:** 640 TRETHEWEY DR  
NORTH YORK ON M6M4C3

**Between:** Quyen Thuy Lu Landlord

**And**

Hoang Truong Former Tenant  
Matthew Truong

Quyen Thuy Lu (the 'Landlord') applied for an order requiring Hoang Truong and Matthew Truong (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Quyen Thuy Lu (the 'Landlord') applied for an order requiring Hoang Truong and Matthew Truong (the 'Former Tenant') 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 Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on January 15, 2026.

Only the Landlord, the Landlord's agent, Alon Dray, and the Landlord's legal representative, Ian Shemesh, attended the hearing.

As of 10:31am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. 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 proved the allegations contained in the application on a balance of probabilities.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
3. These documents were served on December 5, 2025, by mailing them to the Former Tenant's current address.

4. The Former Tenant vacated the rental unit on December 18, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

6. The lawful rent was \$1,900.00. It was due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows:  $\$1,900.00 \times 12$ , divided by 365 days.
8. The Former Tenant has not made any payments since the application was filed.
9. The tenancy ended on December 18, 2024, as a result of the Former Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
10. The rent arrears and daily compensation owing to December 18, 2024, are \$16,324.46.

Compensation for damage

11. The Landlord testified through its agent, Alon Dray, that upon recovering possession of the rental unit on December 18, 2024, the unit was found to have sustained significant damage to the basement area. The evidence discloses that the Former Tenants, without the Landlord's authorization, constructed an illegal secondary unit in the basement of the residential complex. This included the installation of electrical wiring and connections to the electrical panel without an Electrical Safety Authority ('ESA') permit, the construction of walls and a kitchen in the basement, and modifications to the basement doors and frames. The Landlord also tendered evidence of an online listing advertising a basement room for rent at the subject property, which I find is consistent with the Former Tenants having sublet or otherwise made use of the unauthorized unit during the tenancy.
12. I find that the Former Tenants wilfully or negligently caused undue damage to the rental unit and residential complex within the meaning of subsection 89(1) of the Act. The unauthorized construction of an illegal electrical system and secondary unit goes well beyond ordinary wear and tear and constitutes undue damage.
13. The Landlord tendered an estimate and a paid invoice, both totalling \$14,125.00 (including HST), for remediation work at the rental unit. The scope of work includes removal of all tampered electrical wiring and unpermitted connections to the electrical panel, obtaining the ESA permit required to complete the electrical work, removal and replacement of drywall in six areas, removal and replacement of damaged basement doors and frames, plaster repair of the basement area, removal of walls constructed by the tenant, and removal and hauling away of all garbage.
14. I am satisfied that the costs claimed are reasonable and are a direct consequence of the damage caused by the Former Tenants. The Landlord has incurred or will incur costs of \$14,125.00 to repair the damage, pursuant to subsection 89(1) of the Act.

15. The Landlord collected a rent deposit of \$1,900.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
16. Interest on the rent deposit, in the amount of \$153.46 is owing to the Former Tenant for the period from March 20, 2021, to December 18, 2024.

**It is ordered that:**

1. The Former Tenant shall pay to the Landlord \$16,324.46, which represents rent and compensation owing up to December 18, 2024.
2. The Former Tenant shall also pay to the Landlord \$14,125.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Landlord owes \$2,053.46 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$28,396.00\*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before April 18, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 19, 2026 at 4.00% annually on the balance outstanding.

**April 7, 2026**  
**Date Issued**

\_\_\_\_\_  
Colin Elsby  
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 Tenant must pay the Landlord:**

|                                                                  |              |
|------------------------------------------------------------------|--------------|
| Rent and Compensation Owing To December 18, 2024                 | \$16,324.46  |
| Damage Costs                                                     | \$14,125.00  |
| Less the amount of the last month's rent deposit                 | - \$1,900.00 |
| Less the amount of the interest on the last month's rent deposit | - \$153.46   |
| Total amount owing to the Landlord                               | \$28,396.00  |