



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

File Number: LTB-L-042378-25

In the matter of: 1944 RONALD AVE
OTTAWA ON K1H5H9

Between: Ya Wen Zhang Landlords
King Hei Leung

And

William Wilson Tenant

Ya Wen Zhang and King Hei Leung (the 'Landlords') applied for an order to terminate the tenancy and evict William Wilson (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

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

Ya Wen Zhang and King Hei Leung (the 'Landlords') also applied for an order requiring William Wilson (the 'Tenant') to pay the Landlords' reasonable out-of-pocket costs the Landlords 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 September 24, 2025.

Only the Landlord, Ya Wen Zhang, the Landlords' Representative, Victoria Richard, and the Landlords' Witness, Monika Taing, attended the hearing.

As of 11:20 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 Landlords' evidence.

Determinations:

1. As explained below, the Landlords have not proven on a balance of probabilities the claim for compensation in the application. Therefore, the application is dismissed.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
4. The Tenant vacated the rental unit on May 31, 2025.
5. Since the Tenant vacated the rental unit, the claim for termination of the tenancy and daily compensation was moot and the only remaining claim from the application was the claim for damages.

Undue Damage

6. Section 89(1) of the *Residential Tenancies Act*, 2006 (the 'Act') indicates:

A Landlord may apply to the Board for an order requiring a 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 the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex and the tenant is in possession of the rental unit.

7. This wording means that a Landlord must establish that it is more likely than not that the tenant, an occupant or a guest, wilfully or negligently caused each item of property damage claimed.
8. Section 89 specifically requires the damage claimed to be undue. It is recognized that some damage will occur over the regular course of time, due to regular wear and tear in a residential complex. Reasonable wear and tear would not normally constitute "undue damage" (*Kamoo v. Brampton Caledon Housing Corp.* 2005 O.J. No. 3911).
9. The Landlord, Ya Wen Zhang ("YWZ") testified that the rental unit had been fully renovated prior to the tenancy starting in February 2023. YWZ testified that the rental unit had also been professionally cleaned twice prior to the tenancy starting. YWZ provided pictures of the rental unit as of December 2022.
10. YWZ testified that the lease provided that the Tenant was responsible for having the pool professionally opened and closed each season and the Tenant did not do so. YWZ testified that the Tenant did not properly maintain the pool while living in the rental unit which caused issues with the pool.
11. YWZ testified that the Landlords decided to sell the rental unit in September 2024 and did an inspection of the rental unit and discovered the extent of the damage done by the Tenant. YWZ testified that the Tenant had 4 cats that were not properly cared for that had contaminated the floors and the ventilation system with feces and urine. YWZ testified that the Landlords obtained quotes for remediation that required both the removal of all the hardwood floors as well as the bottom 2 feet of all the floors and all the carpets. YWZ testified that the remediation quote alone was approximately \$15,000.00 which did not include the repair work, the repair work was approximately \$40,000.00.

12. YWZ provided pictures of the rental unit from the inspection in September 2024. YWZ testified that when the Tenant vacated on May 31, 2025, the rental unit was left in a terrible condition and provided pictures from June 1, 2025. YWWZ testified that the Landlords had to hire garbage disposal company due to the number of items left behind by the Tenant and professional cleaners due to the state the rental unit was left in.
13. Monika Taing ("MT"), the Landlords' Real Estate Agent, testified that she first saw the rental unit in August 2024 and was overwhelmed by the odour in the rental unit. MT testified that the rental unit looked like it was never cleaned.
14. Based on the uncontested evidence before me, I am satisfied that the Tenant, an occupant of the rental unit, or person permitted in the rental unit caused undue damage to the rental unit. The estimate from Extreme Clean Group noted the following in their estimate:

Upon entering the home, an extremely strong odour of cat urine and waste is present. During inspection of the home there are several cat litter boxes were present and obviously not maintained. This would lead to the cat(s) being forced to urinate and defecate outside of the litter boxes.
15. The estimate went on to note that all of the hardwood floors on the main floor would have to be removed, all of the carpet in the rental unit had been saturated with animal waste and would have to be removed, and 2 feet of drywall in affected areas would have to be removed.
16. The photos also show a difference in the state of the rental unit between December 2022 to September 2024 which is more than normal wear and tear. There is clear staining on the carpets and what appears to be cat urine on the doors and walls. The evidence presented is clear and consistent with the testimony that the Tenant's lack of care for his cats caused significant damage to the rental unit.
17. As such, I am satisfied that this is significant damage caused by the Tenant's 4 cats due to the Tenant's failure to properly ensure the cats had adequate places to urinate and defecate. As such, the damage was wilfully or negligently caused by the Tenant.

Compensation for damages

Post-hearing request to amend

18. The Landlords made a post-hearing request to amend the application to seek \$50,000.00 as the Board's monetary jurisdictional limit increased from \$35,000.00 at the time this was heard to \$50,000.00 before the order was issued.
19. An interim order was issued ordering the Landlord to serve the amended application on the Tenant on or before January 23, 2026, as it would be procedurally unfair to increase the Tenant's liability without notice to the Tenant.
20. The certificate of service from the Landlords indicate that the Tenant was served on January 22, 2026, via courier.

21. However, I note that the courier was sent to the rental unit address. I am not satisfied that this is proper service as the Landlords themselves advised that the Tenant is no longer in possession of the rental unit. As such, section 191(1.0.1) of the Act specifically provides for the service of a tenant or former tenant no longer in possession and provides that the document must be mailed to where the Tenant or former Tenant resides. Similarly, Rule 3.3 of the Board's Rules of Procedure (the "Rules") provides that a tenant or former tenant no longer in possession may be served via courier by sending the documents to the address where the Tenant or former Tenant resides.
22. Furthermore, my interim order dated January 13, 2026, also noted that if serving the Tenant via email, it would require proof the Tenant actually received email and pointed out Rule 3.3 of the Rules for serving a former tenant. Again, the Landlords provided a certificate of service that the Tenant was emailed, but there was no proof attached to the certificate of service that the Tenant received the email or that the Tenant had consented to service via email during the tenancy.
23. I am not satisfied that the Landlords served the Tenant the amended application in accordance with the Act or the Rules.
24. Section 191(2) of the Act provides that "[a] notice or document that is not given in accordance with this section shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period."
25. However, I am satisfied that the Tenant received the Landlords' email because the Tenant did file a request to review the interim order.
26. As such, even though the Landlords did not give the amended application in accordance with the Act or Rules, I am satisfied that the amended application actually came to the Tenant's attention. Therefore, the amended application shall be deemed to have been validly given under section 191(2) of the Act.
27. The Tenant did not serve or file a response to the Landlords request to amend.
28. As such, I am considering the Landlords' request to amend the application without submissions from the Tenant.
29. I am satisfied that application shall be amended to increase the compensation sought to \$50,000.00. The Tenant was provided notice and was also provided with the opportunity to respond to the request and failed to do so. I am also satisfied that allowing the amendment is the most efficient use of the Board's resources.

Compensation

30. At the hearing, YWZ testified regarding the remediation and repairs that would be required and provided quotes for the same. The totals were \$15,820.00 for the remediation and \$41,198.40 for the repairs.
31. MT testified that the Landlords listed the rental unit in November 2024 and there were about 12 showings, and the general feedback was that the prospective buyers could not

get over the cat urine and feces smell. MT testified that the buyers were stepping in cat urine and feces, and it negatively impacted showings.

32. MT testified that the first offer on the house came on March 10, 2025, at \$855,000.00 with several conditions. MT testified that there was a counteroffer from the Landlords that removed the conditions and then several negotiations back and forth but ultimately the offer was withdrawn due to the amount of remediation and repair that would have to be done due to the damage from the cats.
33. MT testified that ultimately the rental unit was sold for \$760,000.00 and that the rental unit was in worse condition when the Tenant vacated in May. MT testified that it took 3 days with a trailer to clean the rental unit.
34. The Landlords' Representative submitted that the Landlords suffered a significant loss in the selling price of the rental unit due to the damage caused by the Tenant and the only reason that the Landlords did not repair and remediate themselves was because the Tenant did not vacate in time before closing to allow the Landlords to do so.
35. I am satisfied that the damage caused amounts to at least \$50,000.00. However, the issue is that the Landlords have not and will not incur the reasonable cost of \$50,000.00 to repair the damage or replace the property that was damaged and cannot be repaired.
36. The Landlord's Representative submitted that the Landlords did not remediate or repair the damage themselves and instead accepted a lower selling price for the rental unit and the buyers themselves remediated and repaired the damage. The Landlord's Representative provided a case from the Ontario Superior Court of Justice, *Safe Step Building Treatments Inc, v 1382680 Inc.*, 2004 CanLII 35054 ("*Safe Step*") which provides that the cost of an injury is recoverable even if the injured party never actually incurs that cost.
37. While the *Safe Step* case is a Superior Court decision, it deals with the *Construction Lien Act* and not the Act and specifically not section 89, which this claim is brought under. I do not have the same jurisdiction as a Judge sitting in the Superior Court and am bound by the Act.
38. Section 89(1) of the Act specifically indicates that a tenant or former tenant pay the reasonable costs that the landlord ***has incurred or will incur*** (emphasis added).
39. Here, the Landlords made a choice to sell the rental unit and accept a reduced selling price rather than waiting for the Tenant to vacate and incurring the reasonable cost of repairing the damage and selling at a higher price. The Landlords are seeking the loss in their profit, which is not covered by the Act. The Landlords could have chosen to wait and incur the cost of repairing the damage which is covered by the Act but decided not to.
40. As such, I am not satisfied that the Landlords have incurred or will incur any reasonable costs as a result of the damage.
41. Therefore, the Landlords' application is dismissed.

It is ordered that:

1. The Landlords' application is dismissed.

April 10, 2026

Date Issued

Nicole Pedron

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.