



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Li v McIntosh, 2026 ONLTB 29753

Date: 2026-04-13

File Number: LTB-L-090381-25

In the matter of: 3rd Floor Master Bedroom, 24 TIMES AVE
THORNHILL ON L3T0A3

Between: Chubin Li Landlord

And

Matthew Jeremy McIntosh Tenant

Chubin Li (the 'Landlord') applied for an order to terminate the tenancy and evict Matthew Jeremy McIntosh (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

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

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.

This application was heard by videoconference on April 7, 2026. Only the Landlord's Legal Representatives, Neng Ji Bao and Ming Xin Liu, attended the hearing.

As of 9:47 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 Landlord's evidence.

Determinations:

Preliminary Issue:

1. The Landlord seeks to increase the claim from \$5,000.00 as claimed on the Landlord's application to \$7,230.00. However, no request to amend the Landlord's application was filed with the Board nor was this information provided to the Tenant.
2. The Board's *Rules of Procedure*, Rule #15.3 states that a request to amend will be decided at a hearing after considering:
 - a. whether the amendment was requested as soon as the need for it was known;
 - b. any prejudice a party may experience as a result of the amendment;
 - c. whether the amendment is significant enough to warrant any delay that may be caused by the amendment;
 - d. whether the amendment is necessary and was requested in good faith; and
 - e. any other relevant factors.
3. The Board's records indicate the documents which would amend the Landlord's application were uploaded to the Tribunals Ontario Portal ('portal') on April 7, 2026. Given that the amendment was not requested as soon as the need was known, particularly as the Tenant was evicted by the Sheriff on February 27, 2026, and the Tenant was not served with the amending documents, I am of the view it would be prejudicial to the Tenant to allow the Landlord to amend their application. The Landlord's request to amend their application is denied.

Landlord's L2 Application

4. As explained below, the Landlord has proven some of the allegations on a balance of probabilities the claim for compensation in the application. Therefore, the Tenant shall pay to the Landlord \$500.00.
5. The Landlord states that the tenancy has already been terminated by Sheriff's enforcement on February 27, 2026, (re: Order LTB-L-043612-25-SA). Therefore, the allegations only relate to damage found in the rental unit.
6. The Tenant was in possession of the rental unit on the date the application was filed.
7. In reviewing the file history between the parties between, an *ex parte* order for eviction was issued on June 6, 2025, terminating the tenancy effective June 17, 2025. The Tenant filed a set aside motion, which was denied, and then a review which stayed the June 6, 2025, order. The matter was heard on November 20, 2025, and the Board issued Order LTB-L-043612-25-SA on December 1, 2025, which lifted the stay effective February 1, 2026.
8. By way of background, the Tenant rented a single furnished bedroom on the second floor of the rental property which is a single-family home.
9. The Landlord alleges the Tenant damaged the rental unit, which was furnished, by:

- Flooding the bathroom;
- Damaged a windows screen;
- Damaged furniture belonging to the Landlord; and,
- Damaged kitchen appliance(s).

8. Subsection 89(1) of the Act, says:

“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.”

[Emphasis added]

9. This provision means that to succeed on an application like this a landlord must establish:

- There was property damage to the rental unit or residential complex;
- The damage is “undue” meaning that it is not normal wear and tear and it is not insignificant; and
- The damage was a result of wilful or negligent conduct.

8. The Landlord’s evidence is that the after the parties had received Order LTB-L-043612-25-SA issued on December 1, 2025, the Tenant purposefully flooded the rental unit by leaving the water on in his private washroom such that it spilled over. This caused damage to the floor and ceiling of the living room. Photos of many large water spots, staining and cracking in the ceiling were submitted into evidence. The Landlord’s evidence is that they believe this was intentionally done, because there had not been any concern with a water leak until the Tenant received the order issued December 1, 2025. A video of the water dripping from the ceiling was also submitted into evidence.

9. Based on the evidence before me, I find that the Tenant wilfully or negligently caused damage to the residential complex, and that this damage was not consistent with normal wear and tear and was undue. A reasonable tenant knows, or ought to know, that it is not appropriate to allow water to overflow a wash basin or bathtub causing subsequent damage to the floors and ceilings. Given the timing of the event, that is immediately after the Tenant became aware that the stay would be lifted and the tenancy be terminated, I find it is more likely than not that the Tenant wilfully caused damage to the rental unit. This is also consistent with the evidence that there had not been any reported water issues prior to this time.

11. The Landlord did not provide an inspection report, quote or estimate, or any additional corroboratory evidence to suggest how much the repairs would reasonably be expected to cost. The Landlord's only evidence was that they received an oral quote estimate of \$4,000.00 to repair the ceiling and floor.
12. The concern here is that although I find that the Tenant did willfully cause the damage, given the lack of evidence about the extent of the damage, I am unable to evaluate whether that repair cost is, in fact, reasonable. The Landlord Representative was asked whether a professional had been in to the rental unit, and he was unable to answer this question.
13. Given there is no evidence, beyond a list of expenses submitted into evidence, to substantiate how the cost was quoted, who quoted the repair, or the extent and degree of the damage, I am not of the view that the Landlord met their onus of proof that the costs requested are reasonable. However, as there is clear evidence of damage and I accept the Landlord's evidence that this was caused willfully, I find that nominal damages of \$500.00 should be awarded.
14. The Landlord also alleges that the Tenant ruined a window screen. A photo of a window screen was presented and depicts a screen which was badly bent.
15. There was no evidence led to suggest whether the window screen had to be repaired or replaced. On my review of the photo, the screen mesh and frame appear to be intact, which suggests that the screen frame could have been straightened and repaired.
16. Section 89 of the Act states that a landlord is only entitled to reasonable costs to replace of items that are damaged where the item cannot be repaired. That means the Landlord needed to lead evidence that the screen could not be repaired. In this matter, no evidence was led at all. As such, I am unable to make a finding that the Landlord ought to be reimbursed for the kitchen screen, because it is not clear whether it was repaired or replaced.
17. The Landlord also claims for damaged furniture. Specifically, the allegation is that the Tenant damaged "...other furnitures [sic]" which belonged to the Landlord. For example, a dining room chair, the mattress, which was supplied as part of the tenancy, and other items in the Tenant's room.
18. The problem with this allegation is that the T2 application only alludes to "other furnitures" and does not describe what furniture was damaged. The amendment, which was not provided to the Tenant, describes each piece of furniture and the anticipated costs to repair or replace those items.
19. In my view, "other furnitures" as stated in the application does not provide sufficient detail such that the Tenant could make full answer and defence. There were many pieces of furniture, some in the Tenant's bedroom, some in the common areas. There were no descriptors which would identify which pieces of furniture which the Landlord alleges was damaged or what portions of the furniture affected, nor any information to support how these items were quantified contained in the application. This information was more in the amending documents, but again, this was never served to the Tenant.
20. With regard to the kitchen appliance, no evidence was led to support this claim during the hearing. No order shall issue.

21. The Tenant shall pay to the Landlord \$500.00 for wilful or negligent damage caused by the Tenant, his occupants or guests, to the ceiling and flooring in the rental unit.
22. Of note, the Landlord's application requested daily compensation. However, it is my understanding this has already been awarded on a prior Board order. Therefore, no order for daily compensation is necessary.
23. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The Tenant shall pay to the Landlord \$686.00, which represents:
 - \$500.00 for wilful or negligent damage caused by the Tenant;
 - \$186.00 for the application filing fee.
2. If the Tenant does not pay the Landlord the full amount owing on or before April 18, 2026, the 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 13, 2026
Date Issued

Jane Dean
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

