



Order under Section 89 Residential Tenancies Act, 2006

Citation: Zhuang v Macdonald, 2026 ONLTB 30530

Date: 2026-04-20

File Number: LTB-L-072532-24

In the matter of: 4432 PETER DR
BURLINGTON ON L7L6S7

Between: Guangbin Zhuang Landlord

And

Susan Macdonald Former Tenant

Guangbin Zhuang (the 'Landlord') applied for an order requiring Susan Macdonald (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 February 23, 2026.

Only the Landlord attended the hearing.

As of 9:30 a.m., 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. Therefore, the Tenant shall pay to the Landlord \$12,116.89.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. 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.
4. These documents were served on January 18, 2026 by email to the Former Tenant. An alternative served method was granted to the Landlord on October 30, 2025.

5. The Former Tenant vacated the rental unit on September 11, 2023.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for damage

Landlord's evidence

8. The Landlord testified that after the Former Tenant vacated the rental unit, he performed an inspection of the unit and observed the following:
 - 1) Damage to the vinyl floors; and
 - 2) Damage to the baseboards; and
 - 3) Damage to the basement stairs; and
 - 4) Damage to the ceiling on the main floor; and
 - 5) Damage to the walls in the basement and one bedroom; and
 - 6) Damage to the garage; and
 - 7) Damage to the patio door handle; and
9. The Landlord testified that the Former Tenant left behind personal belongings, garbage, and debris in the unit. He stated that the refrigerator, stove, washing machine, and dryer were all non-functional and required replacement due to damage caused by the Former Tenant. He further testified that the Former Tenant failed to return the unit keys and mailbox keys, necessitating their replacement, and that he also had to replace the garage door remote because it was not returned.
10. The Landlord submitted a series of photographs as evidence in support of his claim. These photographs show damage to the floors, walls, basement stairs, baseboards, and ceiling as described by the Landlord.
11. The Landlord submitted a list of the work completed and the associated costs for repairing the damage and replacing items that could not be repaired [DOC-7447611], along with receipts and invoices for purchases and labour [DOC-7173819]. He also provided receipts for the removal of the vinyl flooring. However, receipts or invoices for the damaged appliances, the removal of garbage, and the cleaning of the unit were not provided. In total, the Landlord claims \$15,422.70 in costs, which reflects a reduction from the original amount of \$17,200.00 stated in the application.

Analysis and Legislation

12. Section 89 of the Act states:

Application for compensation for damage

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

13. Based on the evidence provided, and on a balance of probabilities, I am satisfied that the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex, willfully or negligently caused undue damage to the rental unit or residential complex, as listed in paragraph 8 of this order.
14. 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.
15. The Landlord testified to the damages and submitted photographs showing damage to the floors, walls, baseboards, basement stairs, the main-floor ceiling, and the garage door. He also provided a detailed list of the costs incurred to repair the damage or to replace items that could not reasonably be repaired. However, he did not provide receipts for the alleged non-functional appliances, the removal of garbage, or the cost of cleaning the unit. As a result, that portion of the claim is denied.
16. Based on the uncontested evidence and submissions before me, I am satisfied on a balance of probabilities that the Tenant caused undue damage to the rental unit, and that this damage exceeds what could reasonably be considered normal wear and tear. The Landlord incurred costs as a result of this damage, and the amounts supported by receipts or invoices in the damage-claim list are reasonable. I also find the costs incurred to replace the unit keys, the mailbox key, and the garage door remote opener to be reasonable.. Accordingly, the Landlord is entitled to recover \$11,930.89.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$11,930.89 which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$12,116.89*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before May 1, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 2, 2026 at 4.00% annually on the balance outstanding.

April 20, 2026
Date Issued

Susan Priest
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:

Damage Costs	\$11,930.89
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$12,116.89