



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-106793-25

In the matter of: Basement Unit, 752 GERRARD ST E
TORONTO ON M4M 1Y6

Between: Yanling Chen Landlord

and

Samuel Dees Tenant

Yanling Chen (the 'Landlord') applied for an order to terminate the tenancy and evict Samuel Dees (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 claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was scheduled for a videoconference hearing on April 8, 2026.

The Landlord, the Landlord's Representative Pui Sze (Cynthia) Cheung, the Tenants' Support Person Juliana Coughlin (who was not present for the meeting with the DRO), and the Tenant engaged in private settlement discussions on the day of the hearing. Parties reached an agreement and requested an order on consent. The Tenant did not receive legal advice about this application.

When contacted by the DRO by telephone on April 13, 2026, the Tenant and the Landlord's Representative agreed to amend the application and to add one week to all the dates in the order.

I am satisfied that the parties understand the consequences of their consent, including waiving their right to a hearing on this application.

Agreed Facts:

- 1) The Landlord's L2 application is amended as follows:
 - a. "Reason 4: The tenant or someone else visiting or living in the rental unit willfully or negligently caused damage to the rental unit or residential complex. The tenant must pay the reasonable costs necessary to repair or replace the damaged property" in the "Applying to Collect Money the Tenant May Owe You" section is selected/checked off, and;
 - b. The monetary amount of \$1,050.00 is added to "The reasonable costs [the Landlord] incurred or will incur to repair or replace the damaged property" in the same section.
- 2) The Tenant will hire Priceless Roofing and General Contracting to repair the damages to the drywall between the bathroom and the living room of the rental unit and return the drywall to its original state. The repair will be completed on or before May 7, 2026.
- 3) The Tenant will ensure that the shower in the bathroom of the rental unit is fully fixed and functional on or before May 7, 2026.
- 4) The Landlord will send a licenced contractor to the rental unit to inspect the bathroom repair after May 7, 2026.
- 5) If the Landlord's contractor indicates that damages to the drywall and shower have not been fully repaired to return them to their original state, the Landlord will provide to the Tenant the cost estimate to complete the repair. This estimate will be provided to the Tenant on or before May 14, 2026.

It is ordered on consent of the parties that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. If the damage in the bathroom is not repaired so as to return the shower and/or drywall to their previous state on or before May 7, 2026, the Tenant shall pay to the Landlord the balance of the costs for whatever has not been fixed up to \$1,050.00 on or before May 14, 2026.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. If the damage is not repaired to return the shower and/or drywall to their previous state on or before May 7, 2026, the Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

5. If the Tenant does not pay the Landlord the full amount owing per paragraph 4 of this order on or before May 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 15, 2026 at 4.00% annually on the balance outstanding.
6. This order is in full and final settlement of this application.

April 21, 2026
Date Issued

Denise Hannivan
Hearings Officer, 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.