



**Order under Section 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-105894-25

In the matter of: 259 Glenwoods Ave
Keswick ON L4P2X1

Between: Ying Chen Landlord

And

Kerry Lynn Fink Tenants
Alessandro Mauro Bruno

Ying Chen (the 'Landlord') applied for an order requiring Kerry Lynn Fink and Alessandro Mauro Bruno (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also applied for an order requiring the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

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

Only the Landlord attended the hearing.

As of 9:40 a.m., the Tenants were 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:

1. As explained below, the Landlord has proven on a balance of probabilities the claim for compensation in the application. Therefore, the Tenants must pay to the Landlord \$50,186.00 on or before May 2, 2026. The amount the Tenants are ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants were evicted from the rental unit on December 17, 2025.

4. The Tenants failed to pay electricity costs that they were required to pay under the terms of the tenancy agreement. The Landlord stated that the Tenants closed their hydro account on November 1, 2025.
5. The Landlord has incurred reasonable out-of-pocket expenses of \$415.86 as a result of the Tenants' failure to pay electricity costs. The Landlord provided copies of two hydro bills, the first one for the period of November 2, 2025 to November 19, 2025 in the amount of \$153.19 (DOC-6997867) and the second from November 19, 2025 to December 17, 2025 in the amount of \$262.67 (DOC-7766654).
6. Based on the uncontested evidence before me, I was satisfied that the Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit.
7. The Landlord stated that the rental unit was severely damaged both inside and outside by the Tenants. She stated that the following property in the rental unit was damaged and/or removed by the Tenants and she also provided an estimation of the costs to repair/replace that property she received from three separate contractors:
 - a) The dishwasher (\$800.00), the stove (\$1,000.00), and the dryer (\$700.00) were removed;
 - b) The refrigerator was damaged beyond repair (\$3,500.00);
 - c) The gas fireplace was damaged beyond repair (\$2,500.00);
 - d) The kitchen island was removed (\$3,000.00);
 - e) The kitchen cabinets were damaged with what appeared to be a sharp tool, two doors and three drawers were removed (\$5,000.00);
 - f) The kitchen countertop was severely burned in various places (\$2,200.00);
 - g) There were fourteen interior doors removed (\$4,200.00);
 - h) The carpet in the basement and on the second floor was heavily stained with dog urine and other liquid spills throughout, her contractor advised that a deep clean would not suffice and that a replacement is necessary (\$10,500.00);
 - i) The wood flooring on the main floor had deep gouges everywhere, to replace with laminate (\$3,800.00);
 - j) The walls had large holes in all of the rooms the size of a hand (palm) and some small holes in places, (\$9,000.00);
 - k) The powder room vanity and sink was broken and a door was missing (\$1,000.00);
 - l) The main bathroom vanity was broken and two drawers were missing (\$1,500.00);
 - m) The closet organizer and rails were removed from the primary bedroom closet (\$300.00);
 - n) All windows coverings in the bedrooms, including rods were either broken or missing (\$750.00);
 - o) Retaining wall in driveway was destroyed and impeding on neighbours property (\$4,400.00);
 - p) Parts of the aluminium exterior siding were damaged by vehicles driving into the siding (\$1,000.00);
 - q) The wooden garage door had two large holes, the windows were broken, and the window frames missing (\$2,500.00);
 - r) Ten porch wooden pickets were broken (\$2,000.00);

- s) The backyard fence was broken by the Tenants' heavy machinery kept in the area (\$2,000.00);
 - t) A deep cleaning of the house was required (\$1,000.00) and
 - u) Garbage removal both interior and exterior (\$1,500.00).
8. Based on the uncontested evidence before me, I was satisfied that the Landlord has incurred or will incur reasonable costs of \$64,150.00 to repair the damage or replace property that was damaged and cannot be repaired.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The amount owing to the Landlord is more than the LTB's monetary jurisdiction. Under subsection 207(1) of the *Residential Tenancies Act, 2006* (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes any rights the Landlord may have to pursue the full amount owing at the LTB or a court. The Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with this application. Therefore, the Tenants are being ordered to pay \$50,000.00 for compensation, plus the Landlord's cost of filing the application.

It is ordered that:

1. The Tenants shall pay to the Landlord \$50,186.00. This amount includes: the reasonable out-of-pocket expenses the Landlord incurred as a result of the Tenants' failure to pay electricity costs, the reasonable costs the Landlord has or will incur for repairing the damage or replacing the damaged property; and the cost of filing the application. The amount the Tenants are ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction.
2. If the Tenants do not pay the Landlord the full amount owing on or before May 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 3, 2026 at 4.00% annually on the balance outstanding.

April 21, 2026
Date Issued

Lisa Del Vecchio
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.