



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-006269-26

In the matter of: 1707, 105 ONEIDA CRES
RICHMOND HILL ON L4B0H6

Between: Yan Ling Jiang Landlord

And

Ali Adeli Mosayeb Tenants
Nazanin Razavi Khorsravani Nejad

Yan Ling Jiang (the 'Landlord') applied for an order requiring Ali Adeli Mosayeb and Nazanin Razavi Khorsravani Nejad (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 that 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 20, 2026. The Landlord's Legal Representative, Dongmei Luo, the Landlord's witness Lydia Ip, and the Tenants attended the hearing.

Determinations:

1. The Landlord's application alleged that the Tenants caused wilful or negligent damage to the rental unit and, as a result, the Landlord has incurred or will incur out-of-pocket costs, in the amount of \$14,205.00, to repair or replace damaged property. However, in reviewing the application, the Landlord failed to include sufficient particulars of the damages, such as what was damaged, how it was damaged, when the damaged occurred, how the damages were calculated and how the damages were caused by the Tenants. In this regard, the application simply stated the following:

"1. YRSCC 1545 stated that the tenant clogged the garbage chute from the 2nd floor to the 6th floor 2. YRSCC 1545 stated that units below have reported water and debris coming down from the balcony 3. YRSCC 1545 stated that escort guard services was required for the duration to the repair project for safety reason. 4. Other damages are listed in the voices[sic] for example: waterproofing repairs metal railing repairs additional charge general services door painting general repairs and additional charge etc. 5. Repairs were done by YRSCC 1545 and the landlord was provided with invoices".

2. As explained at the hearing, the application should be clear in setting out the details of the claim so that the responding party is able to understand the allegations against them and the case to be met.
3. The Landlord's Legal Representative submitted that submissions were filed prior to the hearing that explained the reasons for the claim and the amount sought in greater detail. This is not sufficient. If the Landlord wished to make additions or changes to the application, the Landlord could have taken steps to amend the application in accordance with the LTB Rules of Procedure and given a copy of the amended application on the Tenants prior to the hearing. However, they did not.
4. Section 197 of the *Residential Tenancies Act, 2006* (the 'Act') allows the Board to dismiss an application without holding a hearing if it discloses no reasonable cause of action.
5. As the Landlord's application fails to disclose sufficient particulars to form a basis for a claim of wilful or negligent damage, I find that the application fails to disclose a reasonable cause of action and so the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 24, 2026
Date Issued

Rachel Gibbons
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.