



Order under Section 89 Residential Tenancies Act, 2006

Citation: Chu v Mingazheva, 2026 ONLTB 37237

Date: 2026-05-11

File Number: LTB-L-032512-25

In the matter of: UPPER UNIT, 1474 DUFFERIN ST
TORONTO ON M6H3L3

Between: Carlson Kai Che Chu

Landlord

And

Dina Mingazheva
Tuan Tran

Former Tenant

Carlson Kai Che Chu (the 'Landlord') applied for an order requiring Dina Mingazheva and Tuan Tran (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 May 5, 2026.

The Landlord, the Landlord's legal representative, Cynthia Cheung, and the Tenant Dina Mingazheva, attended the hearing.

Determinations:

Amendment Request

1. At the start of the hearing the Landlord sought to amend their application to remove some items claimed. As the amendment is not prejudicial to the Former Tenant, I granted the amendment. The application proceeded on the limited issue of damage to the walls and a claimed amount of \$3,000.00 plus HST.

L10:

2. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

3. 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 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. The Former Tenant vacated the rental unit on April 22, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for damage

8. The Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. The Landlord provided pictures of the rental unit which showed drawing on a portion of one wall. He testified that other areas, such as the hallway, had smudges like kids play. The Former Tenant acknowledges that her child drew on the walls with markers, but submits this is normal wear and tear. Drawing on walls is not normal wear and tear; it is undue damage which must be addressed by a landlord before the unit can be re-rented after a tenancy ends.
9. While the Landlord testified that he spent extensive time filling holes in the wall from nails to prepare for painting, photos only showed two hooks and the Tenant denied hanging items on the wall. Tenants are permitted to hang decorative items – this is specified in the Ontario Standard Lease.
10. The Landlord did not prove the reasonable costs that the Landlord incurred or will incur as a result of the damage. It was the testimony of the Landlord that he always has the unit professionally painted between tenants. No evidence was provided to suggest that the marker on the wall incurred additional painting costs. As no additional costs were incurred as a result of the marker on the wall, the Landlord did not incur additional costs beyond those which he would have incurred as his standard unit turnover practice.

It is ordered that:

1. The application is dismissed.

May 11, 2026
Date Issued

Dawn Carr
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.