



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-057900-24

In the matter of: 1202, 1 DE BOERS DR
NORTH YORK ON M3J0G6

Between: Ping Zhang Landlord

And

Veronica Brown Tenant

Ping Zhang (the 'Landlord') applied for an order to terminate the tenancy and evict Veronica Brown (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully or negligently caused damage to the premises.

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

This application was heard by videoconference on May 19, 2026. Only the Landlord, the Landlord's Legal Representative, Sam Ursino, and the Landlord's witness, Christina Zhang Denkovski, attended the hearing.

As of 9:21 a.m., the Tenant was 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.

Determinations:

1. The tenancy terminated in accordance with the interim order issued on June 10, 2025 (the 'Interim Order'). As a result, the application was to proceed based on the Landlord's claim for reasonable out-of-pocket costs the Landlord incurred to repair or replace undue damage to property.
2. The Landlord sought to amend the application, and it was submitted by the Landlord's Legal Representative that a copy of the amended application was served on the Tenant on July 17, 2025. The proposed amendments were mainly to increase the amount sought

from \$11,356.00 to \$42,940.00. However, in the corresponding section where the Landlord was supposed to provide the particulars of the damages and the calculation of same, little explanation was provided as to what was damaged and how that damage amounted to \$42,940.00. Accordingly, I raised concerns with respect to the adequacy of the amendment and the Tenant's ability to understand the case to be met.

3. The Landlord's Legal Representative requested an adjournment to further amend the application. I denied this request. The matter had been scheduled before the Board on two previous occasions and the Landlord had ample time to perfect their application. Moreover, the Interim Order was clear that the last adjournment was peremptory on both parties.
4. The Landlord was given the option of proceeding with the original application or withdrawing the application. The Landlord chose to request to withdraw the application. I consented to the request.
5. The application having been withdrawn, the LTB's file is closed.

May 22, 2026
Date Issued

Rachel Gibbons
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.