



Order under Section 89 Residential Tenancies Act, 2006

Citation: Drewlo Holdings Inc. v Zhang, 2026 ONLTB 44425

Date: 2026-06-09

File Number: LTB-L-019294-25

In the matter of: 510, 50 CAPULET LANE
LONDON ON N6H0B1

Between: Drewlo Holdings Inc. Landlord

And

Yuke Zhang Former Tenants
Xiang Zhao

Drewlo Holdings Inc. (the 'Landlord') applied for an order requiring Yuke Zhang and Xiang Zhao (the 'Former Tenants') 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 Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on June 2, 2026.

The Landlord's Agent, Lacey Czirjak and the Landlord's Legal Representative, Susan Pelton and the Tenant, Yuke Zhang attended the hearing. The Tenant Yuke Zhang (YZ) declined to speak to Tenant Duty Counsel prior to the start of the proceeding, moreover, the Tenant YZ advised the other named Tenant Xiang Zhao would not be attending this proceeding.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities and the reasonable costs incurred to repair and replace damaged property. Therefore, the Former Tenants shall pay the Landlord \$1,506.07 on or before June 20, 2026.
2. I am satisfied that the Landlord served the Former Tenants 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.
3. These documents were served on March 16, 2026, by regular mail at the current residence of the Former Tenants, which were deemed served March 20, 2026.

4. The Former Tenants vacated the rental unit on April 30, 2024.
5. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit. On March 6, 2025, the Landlord filed an L10 application to recover compensation owing, for out-of-pocket expenses for damages that were discovered after the Former Tenants vacated the rental unit. That application was filed under section 89 of the Act, which provides, in part:

Application for compensation for damage

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 21 (1) of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force.

Application under subs. (1)

(1.1) An application under subsection (1) may be made,

(b) no later than one year after the tenant or former tenant ceased to be in possession of the rental unit.

6. The Landlord sought \$1,320.07 for reasonable costs the Landlord incurred to repair or replace the property damaged by the Former Tenants, willfully or negligently by causing damage to the rental unit's carpet, which required replacement once the Former Tenants vacated the rental unit.
7. The Landlord is also claiming the \$186.00 filing fee for this application and is entitled to reimbursement of those costs.
8. The Landlord is not holding a last month's rent deposit.
9. The Landlord's Legal Representative submitted documentary evidence of the state of the rental unit's carpet in the living and dining room of the rental unit on the date the Former Tenants moved into the rental unit on February 1, 2023, at which point the carpet was brand new and the state of the same carpet on April 30, 2024, when the Former Tenants vacated, as well as documentary evidence for the replacement of the same, including the invoice of replacement and installation.
10. Moreover, the Landlord's Agent testified to the state of the carpet prior to and after the tenancy and the costs of replacing the same, and further that the carpet should have

lasted at least ten years, hence the Landlord was only seeking the depreciated costs of \$1,320.07 and not the full invoice of the replacement of the carpet after one year, as these were the reasonable costs to replace property that was damaged, as aforementioned. Moreover, the Landlord's Agent testified that all of the carpet had to be replaced as it was one piece and the soiled carpet could not be cleaned, due to the undue damage caused by the Former Tenants.

11. The Tenant YZ testified that the documentary evidence provided was not that of the Former Tenants rental unit, as she alleged the Former Tenants had left the rental unit vacant, and that they did not soil or damage the carpet, and they had cleaned their carpet as requested by the Landlord and or its Agents.
12. On a balance or probabilities from the evidence provided, I prefer that of the Landlords to the Former Tenant's YZ that the Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential unit did willfully or negligently cause undue damage to the rental unit as claimed by the Landlord, specifically the damage to the rental unit carpet that required replacement, as it was all one piece, and the soiled carpet was not cleaned by the carpet cleaning alleged to be completed by the Former Tenants.
13. I am satisfied that the Landlord is entitled to claim compensation from the Former Tenants under section 89 of Act, from the documentary evidence submitted, which included photographic evidence and invoices of the carpet replacement and that this was not just normal wear and tear and the cost of doing business in the rental market, but undue damage caused willfully or negligently by the Former Tenants, their guests and or occupant.
14. The Landlord did prove the reasonable costs that the Landlord incurred as a result of the damage claimed from the receipts submitted.
15. I have considered all the documentary evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.

16. The order contains all of the reasons for the decision within it. No further reasons shall be

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$1,320.07, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.

3. The total amount the Former Tenants owe the Landlord is \$1,506.07*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenants do not pay the Landlord the full amount owing on or before June 20, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from June 21, 2026, at 4.00% annually on the balance outstanding.

June 9, 2026
Date Issued

Panagiotis P. Roupas
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenants must pay the Landlord:

Damage Costs	\$1,320.07
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$1,506.07