



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

Citation: LI v CAI, 2026 ONLTB 49267

Date: 2026-06-26

File Number: LTB-L-011190-25

In the matter of: 1317 STOUFFVILLE RD
RICHMOND HILL ON L4E3S5

Between: MIN LI Landlord

And

HONG CAI Former Tenant

MIN LI (the 'Landlord') applied for an order requiring HONG CAI (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 January 9, 2026.

The Landlord, the Landlord's interpreter Pency Tsai, the Landlord's Legal Representative Xiangyu Luo, the Tenant and the Tenant's Legal Representative Yun Yan Li attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenant must pay to the Landlord \$26,075.57.
2. The Former Tenant vacated the rental unit on January 30, 2025.

Landlord's Evidence

3. The lease with respect to the tenancy between the Landlord and the Tenant began on April 1, 2020. In the lease that was signed by both parties, a clause was included outlining that the Tenant shall maintain the premises in a proper state of cleanliness and order and shall return the unit to the Landlord at the end of the lease term in the same condition as received, except for normal wear and tear.

4. The tenancy was terminated on January 30, 2025. The Landlord testified that she had received an e-mail from the Tenant that she had already moved back to China.
5. During an inspection prior to the Tenant vacating the unit, the Tenant had noticed a strong odour emanating from the unit. The Landlord then retained Highbridge Air Tech who assessed the unit's air quality on December 17, 2024. The test revealed that the odor intensity was measured at a 2.9 reading in the unit's main floor.
6. The company's suggestion was that the odor was a result of pet urine and that the whole house required deep cleaning, including the removal of the unit's floor and ceiling. On December 20, 2024, the Landlord had sent an e-mail to the Tenant with respect to the findings and offered the Tenant the option of either paying back the Landlord the costs for the rehabilitation or the Tenant could hire their own person to conduct the work. The Landlord testified that the Tenant agreed to perform the work herself.
7. An initial quote of \$8,300.00 was provided by Highbridge Air Tech on December 19, 2024. That said, some of the options had been removed by the Tenant and the actual quote to completely rid the unit of the odor \$29,900.00. Photos of the inspection were included in the evidence showing the damaged floor as well as the fluorescent light technology that had shown where the pet urine had been. The company had determined that the damage was as a result of too many animals being kept in the unit and the lack of cleaning of the animal urine once it had been deposited.
8. The \$8,300.00 quote did not include a rebuild. When the e-mail was sent to the Tenant, the Tenant never mentioned her pets but had agreed to pay for new flooring and cleaning. The Landlord never heard from the Tenant after, other than an e-mail in January of 2025, advising the Landlord that she has moved out of the unit.
9. The Tenant sent an e-mail to the Landlord on January 30, 2025, stating that when she had moved into the unit, the unit was already very old and dirty with mouse droppings and insect corpses and that was she upset that the Landlord was asking her for \$20,000.00. The Tenant had expressed her desire to have her own cleaning company conduct an inspection of the property, however that never happened and neither did the Tenant's offer to pay anything towards the damage.
10. The Landlord started work on the unit in February of 2025. The flooring of the unit had been changed out, as well as the underpadding for the floor. As well, parts of the drywall had been replaced. Invoices and receipts were entered into evidence totaling \$25,889.57 for renovation materials totaling \$4,984.00, the odor assessment fee of \$565.00, the renovation work totaling \$17,110.46 and the cleaning expense of \$3,230.11.
11. In cross-examination, the Landlord was asked how she knew the Tenant kept a lot of pets. The Landlord testified that she could hear barking coming from the unit whenever she would be at the residential complex to cut the grass.

Tenant's Evidence

12. The Tenant testified that she had sent a text message to the Landlord on November 30, 2024, notifying her that she had intended on vacating the unit by January 31, 2025. The Landlord did not respond to this message, and this is when the issues started happening according to the Tenant.
13. The Tenant testified that when she moved into the rental unit, the unit had already been damaged and was dirty. The Tenant testified that the Landlord would only come to the unit every 3-4 months to add salt to the water and would come during the summer to cut the unit's grass.
14. The Tenant recalls that the Landlord reached out to her on December 11, 2024, about an inspection of the unit. On December 17, 2024, an inspection of the unit took place by the Landlord, her husband and someone else named Peter. It was on that date that the Landlord told her that she needed the floor removed. The Tenant thought that this was a ridiculous request.
15. The Tenant testified that she had seen two quotes from Highbridge and felt that the Landlord was trying to rip her off by paying the higher quote. The Tenant testified that during her tenancy, she only had two dogs and that she had a boyfriend living with her for a period of time and that he had two cats.
16. The Tenant being of the belief that the Landlord is trying to rip her off, took photos and videos of the unit prior to her vacating same. After the Tenant vacated, she got quotes from two other companies for under \$2,500.00.

Analysis

17. The Tenant's position on the Landlord's application is that any damage to the unit should be seen as normal wear and tear and that the Landlord's quotes concerning the work leaves in doubt the necessity of the work that the Landlord conducted.
18. The Tenant also takes issues with the fact that the Landlord's husband's company paid for the renovation materials and that the unit was sold shortly thereafter.
19. On these points, I disagree.
20. It was clear from the evidence in my view that the crux of the Landlord's case was the pet odour in the unit and the sources of same which necessitated serious renovations in the unit. The normal wear and tear damage that the Tenant continued to reference, never actually included the urine smell. The Tenant seemingly denied that there was any smell despite having 2 dogs in the unit for 5 years and 2 cats for three years in the unit.
21. The December 17, 2024, Highbridge Air Tech quote as well as the related photos and technical information shows serious odour strength and intensity in the unit's main floor. The photos show clear areas where urine was present and not properly cleaned.

22. As such, having considered the evidence of both parties, I find on a balance of probabilities that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex by permitting her animals to urinate in the rental unit, causing significant odour issues that required the associated remedial measures taken by the Landlord.
23. There is no doubt in my view that animal urine is a very destructive substance and if not taken care of within the home adequately can very quickly cause lasting damage to a property. Animal urine contains many chemicals that do not simply break down the same way as other substances. The Tenant knew or ought to have known that permitting her animals to urinate in the unit would cause damage to the unit.
24. The Landlord incurred reasonable costs of \$25,889.57 to repair the damage or replace property that was damaged and cannot reasonably be repaired. While there had been a lesser quote provided, I agree with the Landlord that according to the December 17, 2024 quote issued by Hightech that the unit required new flooring, and new drywall and not just deodorization.
25. As such, having found that the Tenant wilfully or negligently damaged the rental unit, the Tenant will be directed to pay to the Landlord the \$25,889.57 for the renovations plus the Landlord's application fee of \$186.00.
26. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$25,889.57, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$26,075.57*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before July 7, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from July 8, 2026, at 4.00% annually on the balance outstanding.

June 26, 2026
Date Issued

Jagger Benham
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 Tenant must pay the Landlord:

Damage Costs	\$25,889.57
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$26,075.57