



**Order under Section 69 / 88.1 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-030190-26

In the matter of: 3, 178 Adelaide Ave East
Oshawa ON L1G1Z4

Between: Ruo Chen Zhang Landlord

And

Ibolya Gallo Tenants
Robert Ausman

Ruo Chen Zhang (the 'Landlord') applied for an order to terminate the tenancy and evict Ibolya Gallo and Robert Ausman (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also applied for an order requiring 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.

This application was heard by videoconference on June 22, 2026. Only the Landlord attended the hearing. As of 9:31am, the Tenants were not present or represented at the hearing.

Preliminary:

1. The Landlord's application was amended on May 26, 2025 to include monetary claims for unpaid utilities and out-of-pocket expenses for conduct that substantially interfered with the Landlord's reasonable enjoyment, lawful rights, privileges and/or interest.
2. The request to amend was filed with the Board and served to the Tenants in accordance with Rule 15 of the Board's Rules of Procedure and as such, the Landlord's request to amend the application is granted.

Determinations:

3. As explained below, the Landlord has proven the claim for compensation in the application.

4. The Landlord's application was filed on April 6, 2026, and is based on a N5 notice of termination served to the Tenants on March 26, 2026.
5. The Tenants vacated the rental unit on May 1, 2026, and as such, the Landlord's notice of termination is now moot. The hearing therefore proceeded to only hear the Landlord's claim for monetary compensation.

Compensation For Substantial Interference:

6. Section 88.1 of the *Residential Tenancies Act, 2006* (the Act) states:

88.1 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,

- (a) while the tenant or former tenant is or was in possession of the rental unit, the conduct of 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 is or was such that it substantially interferes or interfered with,
 - (i) the reasonable enjoyment of the residential complex for all usual purposes by the landlord, or
 - (ii) another lawful right, privilege or interest of the landlord; 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 section 19 of Schedule 4 to the Protecting Tenants and Strengthening Community Housing Act, 2020 comes into force.

- (4) The costs referred to in subsection (1) are reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of an interference described in clause (1) (a) and do not include costs that the landlord may recover in an application under section 88.2 or 89

7. The Landlord testified that after the Tenants vacated the rental unit, they did not return the set of keys provided to them at the commencement of the tenancy. Because of this, the Landlord incurred out-of-pocket expenses in the amount of \$192.04 to retain the services of a locksmith. The Landlord entered into evidence a copy of this invoice / receipt (LL exhibit #1).
8. Based on the uncontested evidence before the Board, I am satisfied that the Landlord incurred these costs and that the Tenant's conduct substantially interfered with the Landlord's lawful rights, privileges and or interest of the rental unit.
9. The Tenants will therefore be ordered to pay \$192.04 for the costs incurred by the Landlord to retain a locksmith.

Compensation For Unpaid Utilities:

10. Section 88.2 of the Act states:

88.2 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,

- (a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement; 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 section 20 of Schedule 4 to the Protecting Tenants and Strengthening Community Housing Act, 2020 comes into force.

11. As per the tenancy agreement, the Tenants were responsible for paying the gas and water utilities (LL exhibit #2). The Landlord testified that the Tenants owe \$236.90 in unpaid gas charges and \$387.40 in unpaid water charges. The Landlord submitted into evidence a copy of the unpaid utility bills.

12. Based on the uncontested evidence and submissions before the Board, I find that the Tenants owe to the Landlord \$624.30 in unpaid utility charges.

Compensation For Damage:

13. Section 89 of the Act states:

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.

14. This portion of the Landlord's application claims \$4,650.00 in costs to repair and/or replace damages to the drywall, the flooring, kitchen cabinets and the bathroom sink.

15. The Landlord submitted into evidence photographs prior to the tenancy commencing and after the Tenants vacated (LL exhibit #3). The photographs show damages to the above noted items beyond reasonable wear and tear.
16. The Landlord also submitted into evidence an estimate in the amount of \$4,650.00 to repair and/or replace the damaged property.
17. Based on the uncontested evidence before the Board, I find that the Tenants caused undue damage to the rental unit and that the Landlord is entitled to reimbursement of these costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated May 1, 2026, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$5,466.34. This amount represents:
 - \$192.04 for the out-of-pocket expenses incurred as a result of the substantial interference.
 - \$624.30 in unpaid utility charges.
 - \$4,650.00 in costs to repair and/or replace the damaged property.
3. If the Tenants do not pay the Landlord the full amount owing on or before July 7, 2026, the Tenants 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

Fabio Quattrociochi
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.