



## **Order under Section 88.2 & 89 Residential Tenancies Act, 2006**

**Citation:** Su & Cao v Robert, 2023 ONLTB 60154

**Date:** 2023-09-05

**File Number:** LTB-L-053614-22

**In the matter of:** 4580 16th ave  
Markham Ontario L8C0X7

**Between:** Ying Shan Su and Landlord  
Wei Ming Cao

**And**

Claudia Robert Tenant

Ying Shan Su and Wei Ming Cao (the 'Landlord') applied for an order requiring Claudia Robert (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also applied for an order requiring the 'Former Tenant' to pay the Landlord's reasonable out-of-pocket costs that the Landlord has incurred or will incur to repair or replace undue damage to property.

This application was heard by videoconference on June 15, 2023.

The Landlord's legal representative, Virginia Gao, and the Landlord attended the hearing.

The Landlord's daughter, Tracey Cao, attended the hearing as the interpreter for the Landlord to translate between English and Cantonese. I was satisfied Tracey Cao was able to effectively act as translator for the hearing.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the allegations contained in the application. Therefore, the Former Tenants must pay the Landlord **\$14,413.28** by September 16, 2023.
2. I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing in accordance with subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the "Act") and Rules 3.3 and 5.8 of the LTB's Rules of Procedure. These documents were served on May 25, 2023 by mailing the documents to the Tenant's current residential address.
3. The Former Tenants vacated the rental unit on November 19, 2021.
4. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Compensation for unpaid utility costs

5. The Landlord's Agent presented into evidence copies of the Former Tenants unpaid Markham city water bill in the amount of \$1,16.94, Alectra water bill in the amount of \$326.16 and the Crown Crest water tank rental bill in the amount of \$2,395.72.
6. The total utilities the Tenant owes is \$4,338.72. The Former Tenants were required to pay the bills under the terms of the tenancy agreement.
7. The Landlord submitted into evidence a copy of the tenancy agreement to support their claim.

Compensation for Damage

8. The Landlord claims \$9,873.56 in damage caused by the Former Tenant. The Landlord claims the Former Tenant entered into a lease agreement with Simply Smart to provide their services for a water softener and thermostat rental.
9. The Landlord claims the Former Tenant pretended to be the Landlord and forged the Landlord's signature on the lease agreement with Simply Smart.
10. The Landlord testified they went to the rental unit after the former Tenant vacated and found the bill for Simply Smart in the rental unit. The Landlord contacted the Former

Tenant by phone and inquired about the Simply Smart bill and the signature on the lease agreement. The Former Tenant denied signing the Simply Smart lease.

11. The Landlord filed a report with the York Regional Police because of the allegations the Former Tenant forged the Landlord's signature for the Simply Smart lease and the Landlord submitted a warrant was issued for the Former Tenant's arrest on forgery charges.
12. The Landlord submitted an email from the investigating police officer who confirmed to the Landlord's legal representative that charges of forgery had been laid against the Former Tenant as a result of the Simply Smart lease forgery.
13. As a result of the Former Tenants' actions, the Landlord incurred or will incur reasonable costs of \$9,873.56.
14. I note that the Landlord is claiming the amount of \$9,873.56 under Reason 4 for damage, in the L10 application, however this claim is more appropriate to claim under Reason 5 of the Landlord's L10 application.
15. The Landlords clerical error does not change the outcome of this order and the Tenant is not prejudiced by changing the claim from Reason 4 to Reason 5 and pursuant to the Board's Rules of Procedure section 15 I am amending the Landlord's application for the purpose of this order.
16. This change is reflected in the order in reference to the sections of the Act at the top of this order.
17. The Landlord also incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

**It is ordered that:**

1. The Former Tenants shall pay to the Landlord **\$4,338.72**, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenants shall also pay to the Landlord **\$9,873.56**, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the Tenant's substantial interference with the Landlord's reasonable enjoyment or lawful privileges or interest of the rental unit.
3. The Former Tenants shall also pay to the Landlord **\$201.00** for the cost of filing the application.

**File Number:** LTB-L-053614-22

4. If the Former Tenants do not pay the Landlord the full amount owing on or before September 16, 2023, the Former Tenants will start to owe interest. This will be simple interest calculated from September 17, 2023, at 6% annually on the balance outstanding.

**September 5, 2023**

**Date Issued**

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Greg Brocanier

Member, Landlord and Tenant Board

15 Grosvenor St, 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.

2023 ONL TB 60154 (CanLII)