



**Order under Section 87 and 89
of the Residential Tenancies Act, 2006**

Citation: Zhongyi Lu v Tori Myles, 2023 ONLTB 46701

Date: 2023-06-28

File Number: LTB-L-032116-22

In the matter of: 15 Falconridge Terrace
East Gwillimbury, ON L9N 0R2

Between: Fen Jiang Landlords
Zhongyi Lu

And

Tori Myles Former
Tenant

2023 ONLTB 46701 (CanLII)

Fen Jiang and Zhongyi Lu (the 'Landlords') applied for an order requiring Tori Myles (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlords also applied for an order requiring the Former Tenant to pay the Landlords' reasonable out-of-pocket costs that the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused willfully 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 May 18, 2023.

The Landlord and the Former Tenant attended the hearing. The Tenant was assisted by Lou Baldic.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the allegations contained in the application. Therefore, the Former Tenant must pay the Landlord **\$1,509.33** by July 9, 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 Board's *Rules of Procedure*.
3. The Former Tenant vacated the unit on October 31, 2021.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent & Daily Compensation Owning

5. The lawful rent was \$1,985.00. It was due on the 1st day of each month.
6. The Former Tenant vacated the unit on October 31, 2021. The Landlords testified that the Former Tenant had been evicted from the unit as a result of an N12 notice of termination and had failed to pay the entirety of the rent owed for the months of June, July and October 2021 in the amount of \$731.91.
7. The Former Tenant testified that she had withheld part of her rent as a result of deductions she had made as a result of washing machine repairs, a pet and key deposit and interest on the last month's rent deposit.
8. While the Former Tenant did have a previous claim dismissed, the Former Tenant is free to raise these issues in an application if she so chooses however, I find on a balance of probabilities that the Former Tenant failed to raise these issues with the Landlords within one year of vacating the unit and as such, s. 82 of the Act does not apply within the context of this application.
9. Therefore the Former Tenant owes outstanding rental arrears in the amount of **\$731.91**.

Compensation for Damage

10. The Landlords allege that the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
11. The Landlords allege that the Former Tenant damaged the doorbell, the CO detector, the window crank, stained the carpet in the bedroom, and damaged the quartz countertop. Further, the Landlords allege that the recycling bin and the green bin assigned to the unit were missing.
12. The Landlords allege that the Former Tenant must be responsible for these damages as the unit had not been rented to anyone else prior. The Landlords are seeking \$34.25 for the replacement of the doorbell, \$69.98 for the cost of replacing the CO detector, \$300.00 for the chip to the kitchen countertop, \$38.99 for the new window crank, \$399.99 for the cleaning of stains from the carpet, \$22.48 for a new recycling bin and \$44.98 for a new green bin for a total of \$1,029.06 (including \$118.39 GST).
13. The Former Tenant testified that there was no damage in the unit when she vacated other than damage to the washing machine which she had fixed out of pocket and the doorbell however, the Former Tenant testified that she had advised the Landlords about an issue with the doorbell prior and that she was asked to disconnect it and was told that it would be repaired by the Landlords.
14. Based on the evidence provided by the parties, I am not satisfied that the Former Tenant is responsible for the damage to the door bell. The Former Tenant had advised the Landlords on May 15, 2020 about issues with the doorbell which were seemingly not addressed by the Landlords. As such, this cost will not be awarded.
15. On a balance of probabilities, I am satisfied that the Former Tenant owes the Landlords \$69.98 for the replacement of the CO detector. The Former Tenant testified that she removed the detector and brought it to her new unit.

16. I am further satisfied that the Former Tenant owes the Landlords \$22.48 for the replacement of a recycling bin, \$44.98 for the replacement of a green bin and \$38.99 for the replacement of the broken window crank.
17. With respect to the carpet stains, I am satisfied on a balance of probabilities that the Former Tenant would be responsible for the cost of their removal. While the Former Tenant had no knowledge of these stains, the photos provided show clearly that the carpet was stained with a brown substance and was required to be cleaned. As such, I am satisfied on a balance of probabilities that the Former Tenant owes the Landlords \$399.99 for the costs of cleaning the carpet.
18. With respect to the counter top, I am not satisfied on a balance of probabilities that the Former Tenant is responsible for this expense. No invoice was entered into evidence for its repair and based on the photos provided I was not able to ascertain whether the damage was intentional or as a result of normal wear and tear.
19. On a balance of probabilities, I am satisfied that the Landlords incurred reasonable costs as alleged in the amount of **\$576.42**.
20. The Landlords also incurred costs of **\$201.00** for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

21. The Former Tenant shall pay to the Landlords **\$731.91** which represents rent and compensation owing up to October 31, 2021.
22. The Former Tenant shall also pay to the Landlords **\$576.42**, which represents the reasonable costs the Landlords incurred as a result of the damage.
23. The Former Tenant shall also pay to the Landlords **\$201.00** for the cost of filing the application.
24. The total amount the Former Tenant owes the Landlord is **\$1,509.33**.
25. If the Former Tenant does not pay the Landlords the full amount owing on or before July 9, 2023, the Former Tenant will start to owe interest. This will be simple interest calculated from July 10, 2023 at 6.00% annually on the balance outstanding.

June 28, 2023

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.