



**Order under Section 87 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-075711-24

In the matter of: 108-1, 136 JAMES ST
ST CATHARINES ON L2R5C4

Between: PENN TERRA GROUP LTD Landlord

And

Zhipeng Deng Former Tenant

PENN TERRA GROUP LTD (the 'Landlord') applied for an order requiring Zhipeng Deng (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

PENN TERRA GROUP LTD (the 'Landlord') applied for an order requiring Zhipeng Deng (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on December 18, 2025 at 09:00 am.

Only the Landlord Representative Sara Murtadha attended the hearing.

As of 09:30 am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
2. I am satisfied that the Landlord served the Former Tenant 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. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.

4. These documents were served on August 17, 2025, by email to the address the Former Tenant consented to receiving correspondence from during the tenancy, and as supported by a copy of the lease and emails entered in evidence.
5. The Former Tenant vacated the rental unit on August 24, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

8. The lawful rent was \$950.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$31.23. This amount is calculated as follows: $\$950.00 \times 12$, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The Former Tenant is no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on August 31, 2025, the earliest date upon which the Former Tenant having given proper notice could have terminated the tenancy pursuant subsection 88(1) of the Act.
12. The rent arrears and daily compensation owing to August 31, 2025 are \$2,850.00 as it was the Landlord Representatives uncontested submission that the former Tenant failed to pay the full and lawful rent for the period of May 2025 to August 2025.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for substantial interference

15. The Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord.
16. Specifically, it was the Landlord Representative submission that due to a surplus of units and lack of proper notice from the Tenant, the Landlord was unable to re rent the rental unit for a period of two months, at a loss of \$1,900.00
17. The Landlord incurred reasonable out-of-pocket expenses of \$1,900.00. These expenses were incurred as a result of the substantial interference.

Rent Deposit

20. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,850.00, which represents rent and compensation owing up to August 31, 2025.
2. The Former Tenant shall also pay to the Landlord \$1,900.00, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the substantial interference.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$4,936.00*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026, at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Kelly Delaney
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:

Rent and Compensation Owing To	\$2,850.50
Substantial Interference Costs	\$1,900.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$4,936.00