



**Order under Section 87 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-008539-24

In the matter of: 2503, 224 King Street West
Toronto Ontario M5H1K4

Between: Yingkai Dong Landlord

And

Samson Gawri Former Tenant

Yingkai Dong (the 'Landlord') applied for an order requiring Samson Gawri (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Yingkai Dong (the 'Landlord') applied for an order requiring Samson Gawri (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 December 23, 2025, at 09:00 am.

Only the Landlord Representative Serena Zheng and the Landlord 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 June 22, 2025 by email to the address consented to during the course of the tenancy.
5. The Former Tenant vacated the rental unit on October 31, 2023.
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 \$4,950.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$162.74. This amount is calculated as follows: $\$4,950.00 \times 12$, 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.
12. Specifically, it was the Landlord's uncontested submission that the Former Tenant abandoned the unit without paying September 2023 rent and as a result the Landlord was unable to re rent the unit until November 2023. Therefore, the Former Tenant's obligation to pay rent ended on October 31, 2023.
13. The rent arrears and daily compensation owing to October 31, 2023, are \$4950.00.
14. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damage

15. 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.
16. Specifically, as supported by pictures entered in evidence, the Former Tenant left the rental unit in unsanitary conditions, that went beyond normal wear and tear, requiring professional cleaners to attend the property.
17. However, the Landlord did not prove the reasonable costs that the Landlord incurred or will incur as a result of the damage. Specifically, the Landlord failed to provide the receipts for the repairs and maintenance required.

Rent Deposit

19. The last month's rent deposit was applied to October 2023.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$4,950.00, which represents rent and compensation owing up to October 31, 2025.
2. The Former Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
3. The Landlord owes \$5,151.00 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. If the Former Tenant the full amount owing on or before January 19, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 20, 2026, at 4.00% annually on the balance outstanding.

January 8, 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	\$4,950.00
Application Filing Fee	\$201.00
Total amount owing to the Landlord	\$5,151.00