



**Order under Section 87 / 88.2 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-027801-25

In the matter of: 106 LAING DR
WHITBY ON L1P0N6

Between: Rajib Khan Landlord

And

Yu Ling Zhang Former Tenant

Rajib Khan (the 'Landlord') applied for an order requiring Yu Ling Zhang (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also applied for an order requiring 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.

The Landlord applied for an order requiring 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.

This application was heard by videoconference on November 12, 2025. The Landlord and the Former Tenant attended the hearing. The Landlord was represented by Janis Taylor and the Former Tenant was represented by Harpreet Luthra.

Determinations:

1. As explained below, the Landlord's application is dismissed.
2. The Landlord's application was filed on April 4, 2025, and claims arrears of rent owing, unpaid utility charges and out of pocket expenses incurred as a result of conduct from the Former Tenant that substantially interfered with the Landlord's reasonable enjoyment, lawful rights, privileges and/or interest of the rental unit.
3. The Former Tenant vacated the rental unit on June 30, 2024. The parties agree that an N11 agreement to terminate the tenancy was signed on May 3, 2024.
4. The parties agreed and the Board's records confirm that there was a prior dispute and application commenced by a former occupant of the rental unit who is unrelated to this

application (Tahir Ulusoy). The prior application is LTB-T-072934-24, which was filed on September 11, 2024 and resolved by way of order issued on January 8, 2025.

5. The following findings and determinations were made in order LTB-T-072934-24:
 - The Former Tenant was the sole lawful tenant listed on the tenancy agreement with the Landlord.
 - The Former Tenant rented the unfinished basement and garage portion of the rental unit to an individual named Tahir Ulusoy (the Occupant) for storage purposes.
 - The Former Tenant vacated the rental unit on June 30, 2024, in accordance with the N11 agreement signed on May 3, 2024.
 - The Landlord changed the locks to the rental unit on July 1, 2024.
 - After the Tenant vacated the rental unit and after the locks were changed, the Tenant's former Occupant refused to remove his items from the rental unit and asserted to be a lawful tenant. The Landlord removed the Occupant's items from the rental unit on August 20, 2024, and placed them in storage.
 - On September 11, 2024, the former Occupant filed a T2 application against the Landlord alleging that he was illegally locked out of the rental unit. On this same date, interim order LTB-T-072934-24-IN was issued ordering the Landlord to not re-rent the unit and/or to preserve the Occupant's belongings pending the outcome of the T2 application.
 - The Board found that the former Occupant was not a tenant of the rental unit and that no landlord or tenant relationship existed between the former Occupant, the Landlord or the Former Tenant. The application was therefore dismissed.
6. The arrears of rent and utility charges claimed by the Landlord are for the period after June 30, 2024, which was after the Former Tenant had vacated the rental unit in accordance with the N11 agreement signed. The Landlord argues that these amounts should still be owing by the Former Tenant as they failed to give the Landlord full vacant possession of the rental unit as a result of the former Occupant not removing his items from the rental unit and the interim preservation order being issued by the Board.
7. In my view, the Landlord's argument is unreasonable and inconsistent with the Act and therefore these portions of the application should be dismissed.
8. As stated above, the Tenant vacated on June 30, 2024, in accordance with a N11 agreement signed and returned keys to the Landlord on this date. The Landlord also changed the locks to the rental unit on July 1, 2024 and effectively took back possession of the rental unit.
9. Section 88 of the *Residential Tenancies Act, 2006* (the Act) is clear that a landlord may only claim arrears of rent after a tenant vacated the rental unit only if a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act. Section 88 does not apply when a tenant vacates the rental unit in accordance with an agreement or lawful notice to terminate a tenancy.

10. Further, subsections 100(1) & 100(3) of the Act provide a landlord with the right to evict an alleged unauthorized occupant and to collect daily compensation based on the monthly rent from the unauthorized occupant after the lawful tenant has vacated the rental unit.
11. As such, as the tenancy lawfully between the Landlord and the Former Tenant lawfully terminated on June 30, 2024, the Former Tenant's obligation to pay rent ended on this date.
12. With respect to the claim for unpaid utilities, section 88.2(4) of the Act states that the amounts claimed under this section are "are reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of a tenant's or former tenant's failure to pay utility costs that they were required to pay under the terms of the tenancy agreement".
13. As the tenancy lawfully terminated on June 30, 2024, the Former Tenant is only liable for utility charges up until this date.
14. With respect to the claim for out-of-pocket expenses as a result of substantial interference pursuant to section 88.1 of the Act, the Landlord's application claims costs for having to move and store the former Occupants belongings in storage, legal costs for responding to the former Occupants T2 application and the costs for carrying the mortgage and being unable to sell their property because of the T2 application being filed by the former Occupant and the interim preservation order being issued by the LTB.
15. The evidence before the Board, including the findings in the prior T2 proceedings is that these delays / costs incurred were because of the former Occupant wrongfully asserting that they were a lawful tenant of the rental unit, filing an application with the Board and refusing to remove their items from the rental unit.
16. The delays caused by the prior proceedings which resulted in costs incurred by the Landlord were not due to the conduct of the Former Tenant, who lawfully terminated their tenancy and attempted to have their Occupant vacate/remove their belongings, which was ultimately refused. In fact, the prior order issued by the Board with respect to the Former Occupants T2 application confirms that the Former Tenant acted as a witness in these proceedings which assisted the Landlord in having the Occupants application being dismissed.
17. As such, I do not find that the Former Tenant engaged in conduct that substantially interfered with the Landlord's reasonable enjoyment, lawful rights, privileges and/or interests of the rental unit or that the Former Tenant was responsible for any out-of-pocket expenses incurred. The Landlord may wish to pursue a claim against the former Occupant in a court of competent jurisdiction.
18. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The Landlord's application is dismissed.

January 12, 2026
Date Issued

Fabio Quattrociocchi
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.