



**Order under Section 87 / 89 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-051257-24

In the matter of: 100 Natore Place
Kanata ON K2T0P2

Between: Yanglun Zhu Landlord

And

Amandeep Kaur Former Tenant

Yanglun Zhu (the 'Landlord') applied for an order requiring Amandeep Kaur (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Yanglun Zhu (the 'Landlord') applied for an order requiring Amandeep Kaur (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.

Yanglun Zhu (the 'Landlord') applied for an order requiring Amandeep Kaur (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 November 20, 2025.

The Landlord attend the hearing.

The Former Tenant and the Former Tenant's husband, Gurminder Singh, attended the hearing.

Preliminary:

1. Request to amend the application
2. The Landlord requested to amend the application on the day of the hearing and correct a clerical error and change the period of arrears from September 1, 2023 to June 14, 2023.

3. The Former Tenant did not object to the amendment.
4. Section 15 of the Board's Rules of Procedure on Amending Applications states:

15.4 The LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding.
5. I do not find the Landlord's request prejudicial to the Former Tenant. The clerical change and the proper calculation of the daily compensation is lower than the amount the Landlord claims on the application and I find it in favour of the Former Tenant.
6. The Landlord's request is granted and is reflected in this order.

Determinations:

7. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities.
8. 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.
9. 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.
10. These documents were served on August 24, 2025 by handing the documents to the Former Tenant.
11. The Former Tenant vacated the rental unit on May 24, 2024.
12. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation

8. The lawful rent was \$2,450.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$80.55. This amount is calculated as follows: \$2,450.00 x 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.

12. The Landlord claims Former Tenant's vacated the rental unit May 31, 2024 and the tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy.
13. The Landlord submitted email evidence to support his claim that he did not accept the Former Tenant's request to terminate the tenancy, however the Landlord was able to re-rent the rental unit on June 15, 2024.
14. The Former Tenant's claim they gave the Landlord notice and their termination was accepted by the Landlord for May 31, 2024.
15. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Former Tenant's did not terminate the tenancy on an agreement.
16. The emails submitted by the Landlord clearly indicate the Landlord was asking for an N9 notice and did not accept the Former Tenant's request to vacated on May 31, 2024.
17. In accordance with section 16 of the *Residential Tenancies Act*, 2006 (the "Act"), the Landlord has an obligation to minimize his losses. Section 16 states:

Minimize losses

16 When a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person's losses. 2006, c. 17, s. 16.

18. I find the Landlord credible in his testimony and I am satisfied he attempted to re-rent the rental unit in a reasonable time for June 15, 2024.
19. Therefore, the Former Tenant's obligation to pay rent ended on June 14, 2024 and the rent arrears owing from June 1, 2024 to June 14, 2024 are in the amount of \$1,127.56 ($\$2,450.00 \times 12 / 365 \text{ days} = \80.54 per day).
20. The rent arrears and daily compensation owing to are \$(1,823.80).

Compensation substantial interference

15. The Landlord claims 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. The Landlord claims he incurred reasonable out-of-pocket expenses of \$2,715.75. These expenses were incurred as a result of the substantial interference.
17. The Landlord claims the Former Tenant forced the Landlord to hire a realtor to re-rent the rental unit as a result of the Former Tenant providing improper notice.

18. The Landlord stated that he lives in Kingston mid-week and goes back to Ottawa on weekends and stated he did not have time to show the rental unit mid-week and had to hire a realtor. The Landlord stated he uses a realtor for all other tenancies.
19. The Former Tenant maintains they vacated on proper notice and should not have to pay the Landlord's realtor fees.

Analysis

20. I am not persuaded by the Landlord's submissions he is entitled to the reimbursement of the realtor fees he paid the realtor to find new tenants.
21. The fact that the Landlord chose to hire a realtor and incur fees is a discretionary cost. The Landlord is not forced to use a realtor, and one is not required to find prospective tenants.
22. In my view landlords that hire realtors do so as a cost of doing business as a result of being a landlord and I do not find the Landlord is entitled to reimbursement for this cost.
23. I further note that the Landlord stated that this is a usual cost he incurs to find new tenants for other tenancies.
24. Given the above the Landlord's claim for substantial interference is dismissed.

Compensation damage

20. The Landlord claims the Former Tenant, wilfully or negligently caused undue damage to the rental unit or residential complex that required the Landlord to pay for cleaning of the rental unit. The Landlord also claimed labour fees for work he and his wife performed.
21. The Landlord claims he incurred reasonable costs of \$600.00, \$300.00 to clean the rental unit and \$300.00 to repair the damage and replace property that was damaged and cannot reasonably be repaired.
22. The Landlord claims the Former Tenant caused undue damage by mounting TV brackets on the walls of the rental unit.
23. The Former Tenant disputed the Landlord's claim for cleaning and submitted video evidence to support their claim the rental unit was left in a good state of repair.

Analysis

24. I do not find that cleaning meets the definition of damage under the Act. The Act allows a Landlord to claim compensation for damage for; "...repair of or, where repairing is not reasonable, the replacement of damaged property..." In my view garbage removal and

cleaning does not constitute anything that could be compensated for that requires repairing or replacing.

25. In my view a tenant drilling holes in a wall in order to put up such items as tv brackets, shelves and photos does not constitute wilful or negligent damage. I find it reasonable that a tenant would want to, and should be allowed to, live in the rental unit as if they owned it and I find there is no undue damage in doing so. The walls appear to be in what I consider to be normal wear and tear condition for a rental unit with items mounted on the walls.
26. I believe it is in a Landlord's normal course of doing business to refresh paint and patch minor holes for incoming tenants and I do not find the Landlord's allegations rise to the level of damage.
27. I am persuaded by the Former Tenant's video of the rental unit condition and find the Former Tenant's testimony credible and consistent with the video evidence.
28. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has not proved the allegation the Former Tenant caused wilful or negligent damage to the rental unit.
29. Therefore, this portion of the Landlord's claim is dismissed.

Rent deposit

24. The Landlord stated he used the last months rent deposit for a prior month earlier in the tenancy.
25. The Landlord is not allowed to do that.
26. Section 106(1) of the Act states:

Rent deposit applied to last rent

(10) A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates. 2006, c. 17, s. 106 (10).

27. Given the Landlord has applied the last months rent deposit to a month that was not the last month the Landlord owes the Former Tenant interest on the last months rent deposit.
28. Therefore, interest on the rent deposit, in the amount of \$48.50 is owing to the Former Tenant for the period from to Sept 1, 2023 to June 14, 2024.
29. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
30. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.

31. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$1,127.56, which represents rent and compensation owing from June 1, 2024 to June 14, 2024.
2. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
3. The Landlord owes interest on the last months rent deposit to the Former Tenant in the amount of \$48.50.
4. The total amount the Former Tenant owes the Landlord is \$1,280.06*. 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 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

Greg Brocanier
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	\$1,127.56
Application Filing Fee	\$201.00
Interest on last months rent deposit	-\$48.50
Total amount owing to the Landlord	\$1,280.06