



Order under Section 87 Residential Tenancies Act, 2006

Citation: Huang v Mtei, 2026 ONLTB 4701

Date: 2026-01-13

File Number: LTB-L-021753-25

In the matter of: 1115, 30 TRETTI WAY
NORTH YORK ON M3H0E3

Between: Eric Huang Landlord

And

Juliana Mtei Former Tenant

Eric Huang (the 'Landlord') applied for an order requiring Juliana Mtei (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on September 23, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore,
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. These documents were served on August 15, 2025 by e-mail.
4. The Former Tenant vacated the rental unit on March 8, 2025.
5. The lawful rent was \$2,600.65. It was due on the day day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$85.50. This amount is calculated as follows: \$2,600.65 x 12, divided by 365 days.
9. The Former Tenant has not made any payments since the application was filed.

10. The tenancy ended on March 15, 2025, as a result of the Former Tenant moving out 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 that date.
11. The Former Tenant had provided the Landlord with an N9 notice of termination with a termination date of February 15, 2025, however, the Former Tenant did not vacate until March 8, 2025.
12. The Landlord testified that the Former Tenant's last month's rent deposit had been applied to January 2025 and that the Tenant owed rent from February 15, 2025, to March 8, 2025, totaling \$2,026.54.
13. The Tenant denies the arrears, testifying that the lease had initially been entered into between herself, the Landlord and another tenant. That tenant had vacated the unit and had transferred their interest in the unit to another individual in 2024. The Tenant takes issues with the Landlord unilaterally allowing the other tenant to break the lease and vacate the unit in January of 2025.
14. The Tenant testified that she was effectively pushed out by the Landlord who never permitted her to find another roommate.
15. That said, the Tenant believed that she would be able to stay in the unit until February 15, 2025, on the condition that she was able to just pay her half of the rent. That said, the Tenant took issue with the Landlord applying the whole last month's rent deposit to January and testified that she believes she only owes the Landlord about \$647.00.
16. The Landlord testified that on January 8, 2025, the Tenant paid her portion of the rent which was \$1,265.00. The last month rent deposit was applied and the amount was prorated to \$710.00. The Tenant wished to continue just paying her half of the rent until she found a roommate. I don't find the Landlord to have been unreasonable in preferring that the Tenant vacate rather than face uncertainty concerning a possible new roommate.
17. As such, having considered the evidence of both parties, I am satisfied on a balance of probabilities that the the rent arrears and daily compensation owing to March 15, 2025, are \$2,026.54.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,026.54, which represents rent and compensation owing up to March 15, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$2,212.54*. See Schedule 1 for the calculation of the amount owing.

4. If the Former Tenant does not pay the Landlord the full amount owing on or before January 24, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 25, 2026, at 4.00% annually on the balance outstanding.

January 13, 2026

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.

* 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 March 15, 2025	\$2,026.54
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$2,212.54