



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-084298-25

In the matter of: 2, 95 KEHL ST
KITCHENER ON N2M3V1

Between: Lee (Liangwen) Zhang Landlord
Amy (Aiping) Huo

And

JEFF MACEACHERN Tenant

Lee (Liangwen) Zhang and Amy (Aiping) Huo (the 'Landlord') applied for an order to terminate the tenancy and evict JEFF MACEACHERN (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 20, 2026.

Only the Landlord attended the hearing.

As of 9:30 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. 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. The Landlord states the Tenant moved out of the rental unit on December 23, 2025, therefore the application for eviction is moot.

2. This leaves the claim for daily compensation before the board. As explained below, based on the uncontested evidence before me, the Landlord has proven on a balance of probabilities the claim for compensation in the application. Therefore, the Tenant shall pay to the Landlord, \$1,931.77, inclusive of the application filing fee. The last month's rent deposit and interest the Landlord owes to the Tenant was deducted from that amount.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Tenant vacated the rental unit on December 23, 2025. The Landlord indicates the Tenant provided the Landlord with the keys to the rental unit on that date.
5. The Tenant was required to pay the Landlord \$3,171.78 in daily compensation for use and occupation of the rental unit for the period from October 18, 2025 to December 23, 2025. The Landlord states that no rent during this time was paid to the Landlord.
6. Based on the monthly rent, the daily compensation is \$47.34. This amount is calculated as follows: \$1,440.00 x 12, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,300.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$126.01 is owing to the Tenant for the period from August 1, 2021 to December 23, 2025.
9. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 23, 2025.
2. The Tenant shall pay to the Landlord \$3,171.78, which represents compensation for the use of the unit from October 18, 2025 to December 23, 2025.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$1,426.01 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
5. The total amount the Tenant must pay the Landlord is \$1,931.77.
6. If the Tenant does not pay the Landlord the full amount owing on or before January 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 28, 2026 at 4.00% annually on the balance outstanding.

January 22, 2026
Date Issued

Paula West Oreskovich
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.