



Order under Section 87 / 89 Residential Tenancies Act, 2006

Citation: Mbende Bong v Molands, 2026 ONLTB 7809

Date: 2026-01-26

File Number: LTB-L-003051-25

In the matter of: 9, 75 COLUMBIA STREET WEST
WATERLOO ON N2L3K7

Between: Jules Christian Mbende Bong

Landlord

And

Mathew Michael Molands

Former Tenant

Jules Christian Mbende Bong (the 'Landlord') applied for an order requiring Mathew Michael Molands (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 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.

Only the Landlord attended the hearing.

As of 11:03 a.m., 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. Therefore, the Former Tenant shall pay \$1,146.00 to the Landlord.
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 October 4, 2025 by email. Alternative service was granted by the LTB.
5. By way of background, the Landlord was the tenant of the rental unit and the Former Tenant was the sub-tenant. On January 28, 2024, Mr. Mbende Bong and Mr. Molands entered into a sub-tenancy agreement for the specified term of February 1, 2024 to August 31, 2024.
6. Mr. Molands vacated the rental unit on August 31, 2024.
7. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent owing

8. The lawful rent was \$640.00. It was due on the 1st day of each month.
9. In the application, the Landlord is seeking an order for rent arrears in the amount of \$860.00 which represents the rent owing (\$220.00) for June 2024 and rent owing (\$640.00) for July 2024.
10. The Former Tenant has not made any payments to the Landlord since the application was filed.
11. The Landlord testified that despite the Former Tenant being reminded of the rent being due in June and July 2024, the Former Tenant made only a partial payment in the amount of \$420.00 on June 1, 2024 and did not pay the rent owing on July 1, 2024.
12. The tenancy ended on 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.
13. Based on the uncontested evidence and submissions before me, I am satisfied the Former Tenant did not pay the full rent owing for the period of June 1, 2024 to July 31, 2024. As such the Landlord's claim for \$860.00 is granted.

Compensation for damage

15. The Landlord testified the Former Tenant lost the key to the rental unit and therefore the key could not be returned to the owner resulting in the Landlord losing his key deposit.
16. The Landlord is seeking reimbursement in the amount of \$100.00 for the key deposit.
17. Based on the uncontested evidence before me, I am satisfied that the Former Tenant did not return the rental unit key to the Landlord when he vacated the rental unit. As a result, the Landlord is entitled to reimbursement of \$100.00 for the key deposit.

18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$860.00, which represents rent and compensation owing up to July 21, 2024.
2. The Former Tenant shall also pay to the Landlord \$100.00, which represents the reasonable costs the Landlord incurred as a result of not returning the key to the rental unit.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The full amount owing to the Landlord is \$1,146.00.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before February 6, 2026, the Landlord will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.

January 26, 2026
Date Issued

Susan Priest
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 Owing To July 31, 2024	\$860.00
Key Deposit	\$100.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$1,146.00