



Order under Section 79 / 89 Residential Tenancies Act, 2006

Citation: Laguine v Wang, 2026 ONLTB 7812

Date: 2026-01-23

File Number: LTB-L-061810-25

In the matter of: 2411, 83 BOROUGH DR
SCARBOROUGH ON M1P5E4

Between: Denis Laguine Landlords
Yuliya Chornobay

And

Ziyue Wang Tenants
Yichi Dong
Olaf Sandhaus

Denis Laguine and Yuliya Chornobay (the 'Landlord') applied for an order to terminate the tenancy and evict Ziyue Wang ('ZW'), Yichi Dong and Olaf Sandhaus (the 'Tenants') because the Landlords believe that the Tenants abandoned the unit.

The Landlords also applied for an order for the Tenants to pay the Landlords' reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on January 21, 2026. The Landlords attended the hearing.

As of 9:09 a.m., the Tenants 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 Landlords' evidence.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. For the following reasons, the Landlord's application for abandonment is granted. The Landlord's application for reimbursement for out-of-pocket expenses as a result of wilful or negligent damage caused by the Tenants, or their guests or occupants, is dismissed.
2. For the purposes of background, the rental unit is a condominium located within a tower. The tenancy began in 2021.

Assignment/Sublet

3. At some point during the tenancy, the Tenants had either assigned or sublet the rental unit to another occupant, "Katy." It is not clear when the assignment, or subtenancy, began or whether this had been undertaken pursuant to s. 95 or 97 of the *Residential Tenancies Act* ('the Act'). However, the Landlord admitted he was aware of Katy living in the rental unit.
4. The Landlord did not provide evidence to support whether there had been an unlawful assignment or unlawful sublet of the tenancy. The problem here is that if the individual who was in the rental unit was an unauthorized occupant, because the Landlord did not consent to the assignment or sublet of the tenancy, then the Landlord had 60 days in which to file an application with the Board pursuant to s. 100(2) or 101(2) of the Act. If the Landlord does not file an application with the Board within 60 days, then pursuant to s. 104(4), the Landlord is deemed to have consented to the unauthorized occupancy.
5. Conversely, if the occupant, Katy, became a Tenant by operation of s. 104(4) of the Act, then Katy is the individual who should be named as the party to this application rather than the Tenants who are named.
6. Given the Landlord led no evidence to suggest whether the tenancy was assigned or sublet, nor that an application was made to the Board as a result of discovering the unauthorized occupancy, there is no way for the Board to determine whether the damages claimed arose due to the negligence of the Tenants or because of a deemed tenancy with the occupant known as "Katy." As a result, a finding cannot be made as to who is responsible for the damages as claimed by the Landlord and the application cannot be successful.
7. Even if the Landlord was able to satisfy me that the Tenants were still in possession of the rental unit and had not unlawfully assigned or sublet their lease, there is no evidence to support that the L2 application would have come to their attention because they had abandoned the unit by the date that the L2 application was filed.
8. When tenants vacate a rental unit, or abandon a rental unit, and wilful or negligent damage is discovered after the unit was vacated, landlords may file an L10 application to attempt to recover costs. There is an important distinction between an L10 application, and the Landlord's L2 application before me. The service requirements for an L10 application are quite different than any other application. Specifically, it is the landlord who must serve the tenant with a copy of the L10 application rather than the Board. Further, the tenant must

have been served with a copy of the Notice of Hearing 30 days in advance. Again, this is contrasted with the other types of applications where the Board serves the parties with this information. E-mail service of L10 applications and notices are even more stringent requiring that the landlord show that the documents came to the tenant's attention.

9. On or about June 1, 2025, the condominium corporation advised the Landlord that the utility elevator had been scheduled for June 3, 2025, by the Tenant or occupant of the rental unit. The Landlord attended the rental unit June 3, 2025, and observed movers moving belongings out of the rental unit, but did not see the Tenant or occupant. Rather, he saw only movers. There has been no contact from the Tenant or occupant since then, nor has the Tenant, or occupant, been seen in the building or rental unit.
10. The Landlord reattended the rental unit on June 21, 2025. The unit appeared to be vacant. No furniture or other belongings remained.
11. Section 2(3) of the Act states that a rental unit may not be deemed abandoned if the Tenant is not in rental arrears. I accept the Landlord's uncontested that the rent in June 2025 had been paid, but no further rent has been paid. As the Landlord's application was filed July 17, 2025, arrears would have accumulated from July 2, 2025. Therefore, I find that the Tenants were in arrears as of July 2, 2025.
12. Given the Landlord's evidence above, I am satisfied, on a balance of probabilities, that the Tenants abandoned the rental unit.
13. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The Tenant abandoned the unit July 2, 2025.
2. The Landlord's application for damages is dismissed.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before February 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 4, 2026, at 4.00% annually on the balance outstanding.

January 23, 2026
Date Issued

Jane Dean
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.