



Order under Section 87 Residential Tenancies Act, 2006

Citation: Jiang v Iraz, 2026 ONLTB 9710

Date: 2026-01-29

File Number: LTB-L-098378-24

In the matter of: 434 SMITH LANE
OAKVILLE ON L6L4X2

Between: Wenbin Jiang
Yahua Wang
Landlords

And

Iram Riaz
Roll X Carriers
Former Tenants

Wenbin Jiang and Yahua Wang (the 'Landlords') applied for an order requiring Iram Iraz and Roll X Carriers (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

This application was heard by videoconference on October 2, 2025.

The Landlords' Legal Representative, Yun Tao Li and the Former Tenant, Iram Riaz, the corporate Tenant's Director, Khurram Awan attended the hearing. Moreover, the Former Tenants Support Person, Sudha Chandra, also attended, although she advised she was a licensed lawyer with the LSO, however she was not retained. The Former Tenants declined to speak to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

Preliminary Issue: The Former Tenants cannot raise issues under Section 87(2) of the Act and did not provide timely disclosure and the request for adjournment is not granted.

1. At the hearing the Former Tenants wished to raise issues pursuant to section 87(2) of the *Residential Tenancies Act, 2006* (the 'Act'). To this end, the Former Tenants had not provided any materials to the Landlords or the Board pursuant to the Board's Rules prior to this hearing.
2. The Landlord's Representative objected to the Former Tenants being permitted to raise any issues under s. 82/87(2). The Landlord's Representative advised he did not get any

materials from the Former Tenants and submitted it was only during the hearing he was aware that the Former Tenants wished to proceed in this manner after submissions from the Former Tenants Support Person, who advised she was a licensed lawyer with the LSO and wished also to adjourn this matter, given the Former Tenants had issued a T6 application of their own.

3. Section 82/87(2) provides a tenant may raise issues which may result in set-off against a Landlord's claims for arrears at an hearing so long as the tenant provides written notice of these issues to the Landlord in advance of the hearing in accordance with the Board's rules or provide a satisfactory explanation why they could not do so.
4. Rule 19.4 of the LTB's Rules provides a tenant's written notice of their section 82/87(2) issues must be provided 7 days in advance of the hearing. Where this is not done, the LTB's Rule 19.5 provides a tenant shall not be permitted to raise their issues unless the LTB is satisfied the tenant could not comply with the requirements.
5. Similarly, Rule 19.1 of the LTB's Rules provides that all materials on which a party intends to rely at a hearing must be provided to the other party and the LTB 7 days in advance of the hearing. Rule 19.7 provides, in part, that a party who fails to comply with Rule 19 may not rely on evidence that was not properly disclosed unless ordered otherwise.
6. To comply with the section 82/87(2) and disclosure requirements the Former Tenants had to provide her list of section 82/87(2) issues and all materials on which they intended to rely to the Landlord on or before September 25, 2025. This was not done.
7. Absent a satisfactory explanation as to why the Former Tenants could not have done so, the Former Tenants are not able to raise issues under s. 82 via section 87(2) of the Act. Additionally, unless ordered otherwise, the Former Tenants may not rely on their materials.
8. The Board's records show the Notice of Hearing – which advises parties of their disclosure obligations - was emailed to the Former Tenants on May 5, 2025. Approximately 4 months prior to the hearing.
9. In the above circumstances I am not satisfied the Former Tenants could not have complied with the Rules. The Former Tenants had a period of at least 4 months to complete the s. 82 form and provide their materials to the Landlords and LTB. The s. 82 claims and disclosure were ultimately not completed nor uploaded to Tribunals Ontario Portal prior to the hearing.
10. As a result, the Former Tenants were not permitted to raise any issues under s. 82 of the Act and may not rely on materials they may have in their possession. The Former Tenants remains free to seek legal advice and/or pursue any timely issues that may form the subject of a tenants' application under the Act, and in fact the Former Tenants support person advised that the Former Tenants had in fact done so.
11. The Former Tenants Support person then requested an adjournment of this matter so that the Former Tenants could serve and file the necessary documentation in this herein

matter. The Landlord's Legal Representative, opposed the adjournment request, given the timing of the same, and believed the same was just a delay tactic.

12. The adjournment request was denied. The Former Tenants had ample time to prepare for this herein proceeding as abovementioned, and in fact advised they had filed their own application. Moreover, the LTB's obligation is to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

L10 Determination:

13. As explained below, the Landlords proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay the Landlords \$18,809.25 on or before February 9, 2026.
14. I am satisfied that the Landlords served the Former Tenants 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 and section 191(2) of the Act.
15. These documents were served on July 21, 2025 by email, and the Former Tenants received the same and attended this herein proceeding.
16. The Former Tenants vacated the rental unit on November 4, 2024.
17. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit. On November 29, 2024, the Landlord filed an L10 application to recover compensation rent. That application was filed under section 87 of the Act, which provides, in part:

Application for arrears of rent

87 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay arrears of rent if,

- (a) the tenant or former tenant did not pay rent lawfully required under the tenancy agreement; and
- (b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 18 (1) of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force.

Application under subs. (1)

- (1.1) An application under subsection (1) may be made,
 - (b) no later than one year after the tenant or former tenant ceased to be in possession of the rental unit.

18. The lawful rent was \$9,500.00. It was due on the 1st day of each month.
19. Based on the Monthly rent, the daily rent/compensation is \$312.33. This amount is calculated as follows: \$9,500.00 x 12, divided by 365 days
20. The Former Tenants have not made any payments since the application was filed.
21. The Former Tenants are no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenants' obligation to pay rent ended on November 30, 2024, as requested by the Landlords application and the Landlords' Legal Representative's submissions. The Former Tenants vacated the rental unit on November 4, 2024, without providing proper notice to the Landlord. The Former Tenants testified they vacated earlier and only owed the Landlord one months of rent. On a balance of probabilities, I prefer the Landlords evidence to that of the Tenants in regards to the date the Former Tenants vacated the rental unit.

ANALYSIS

22. Section 47 of the *Residential Tenancies Act, 2006* ('Act') allows a tenant to give notice to the Landlord to terminate their tenancy.
23. Section 44(4) of the Act states:

A notice under section 47, 58 or 144 to terminate **a tenancy for a fixed term** shall be **given at least 60 days before the expiration date specified in the tenancy agreement, to be effective on that expiration date.**

[Emphasis added.]

24. Based on both parties' testimony and the Landlords submitted evidence, of a tenancy agreement commencing April 1, 2024, for a one year fixed term to March 31, 2025, executed by the parties on March 23, 2024 and submitted into evidence. I find that the Former Tenants did not give notice to terminate their fixed term tenancy and in fact vacated the rental unit on November 4, 2024.
25. Section 88(1)(1) of the Act speaks to the calculation of arrears when a tenant does not give proper notice. It states:

If the tenant vacated the rental unit after giving notice that was not in accordance with this Act, **arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.**

[Emphasis added.]

26. Section 88(4) of the Act also requires the Board to consider whether the Landlords have established that they mitigated their damages upon being served with short notice.

27. The Former Tenants vacated on November 4, 2024, and did not provide notice on a balance of probabilities from the evidence during the proceeding, so the arrears of rent owing to the Landlord are calculated as if the Former Tenants had given proper notice. Had the Former Tenants served a notice in accordance with section 44, the earliest termination date they could have provided was March 31, 2025. This means the Landlords is entitled to rent arrears to March 31, 2025, subject to its duty to mitigate.
28. However, based on the Landlords' Legal Representative's submissions and evidence submitted the Landlords were able to re-rent the rental unit for a fixed one-year term commencing December 15, 2024 to the new tenants. Based on the evidence before the Board I find that the Landlords made reasonable efforts to re-rent the rental unit effective November 4, 2024, when the Former tenants vacated the rental unit without notice.
29. The rent arrears and daily compensation owing to November 30, 2024, is 28,500.00.
30. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
31. I am satisfied that the Landlords are entitled to claim compensation from the Former Tenants under section 87 of the Act on a balance of probabilities from all the parties evidence submitted to December 14, 2024. However, the Landlords only sought rent compensation to November 30, 2024.
32. The Landlords collected a rent deposit of \$9,500.00 from the Former Tenants and this deposit is still being held by the Landlords. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
33. Interest on the rent deposit, in the amount of \$376.75 is owing to the Former Tenants for the period from April 1, 2024 to October 31, 2025.
34. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the documentary evidence presented at the hearing and all of the oral testimony when making my determinations.
35. This order contains all of the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The Former Tenants shall pay to the Landlords \$28,500.00, which represents rent and compensation owing up to October 31, 2025.
2. The Former Tenants shall pay to the Landlords \$186.00 for the cost of filing the application.
3. The Landlords owes \$9,876.75 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenants.
4. The total amount the Former Tenants owes the Landlords is \$18,809.25*. See Schedule 1 for the calculation of the amount owing.

5. If the Former Tenants do not pay the Landlords the full amount owing on or before February 9, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.

January 29, 2026

Date Issued

Panagiotis P. Roupas

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 Tenants must pay the Landlords:

Rent and Compensation Owing To October 31, 2025	\$28,500.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$9,500.00
Less the amount of the interest on the last month's rent deposit	- \$376.75
Total amount owing to the Landlords	\$18,809.25