



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-085893-24

In the matter of: Unit 58, 24 FUNDY BAY BLVD
SCARBOROUGH ON M1W3A4

Between: Yuxing Jin Landlord

And

Cameal Mclean Tenant

Yuxing Jin (the 'Landlord') applied for an order to terminate the tenancy and evict Cameal Mclean (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 4, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on January 28, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,445.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The Landlord takes the position that the rent arrears owing to January 28, 2025, are \$17,115.00.
7. The Tenant disputed the rent arrears claimed by the Landlord and alleged that additional rent payments were made for October, November, and December 2025, and that rent for January was waived pursuant to a verbal agreement with the Landlord. The Tenant also alleged that earlier rent arrears did not exist based on a prior Landlord and Tenant Board order.

8. The Tenant bears the evidentiary burden to prove, on a balance of probabilities, that rent payments were made or that the rent arrears claimed by the Landlord are otherwise incorrect. This burden is not met by assertions alone and requires reliable documentary or other evidence.
9. The Tenant did not file or produce any documentary evidence establishing that rent was paid for October, November, or December. Although the Tenant asserted that they had a bank statement showing an October payment by e-transfer, no such document was provided to the Board. Similarly, there was no documentary evidence from a rent bank, financial institution, or third party confirming that payment was offered to or refused by the Landlord.
10. The Tenant also alleged that the Landlord verbally agreed to waive rent arrears if the Tenant vacated the rental unit by the end of January. There was no written agreement, correspondence, or other corroborating evidence before the Board to support the existence or terms of any such agreement. The Landlord denied that rent was waived.
11. With respect to the Tenant's assertion that a prior Board order found there were no rent arrears before October 2024, the Tenant was unable to identify the application number, the parties, or the terms of the alleged order, and did not file a copy of any such decision. In the absence of evidence, I give this assertion no weight.
12. In contrast, the Landlord provided evidence the rent charged, payments received, and the resulting arrears. The Tenant did not identify any specific error in the Landlord's evidence. On the basis of the evidence before me, I find the Landlord's evidence to be the most reliable with respect to the amount of rent arrears owing.
13. For these reasons, I find that the Tenant has not met their evidentiary burden to prove that additional rent payments were made, that rent was waived, or that the rent arrears should be reduced. I therefore accept the Landlord's evidence and find that the rent arrears owing to January 28, 2025, are \$17,115.00.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$2,445.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
16. Interest on the rent deposit, in the amount of \$178.18 is owing to the Tenant for the period from March 1, 2022 to January 28, 2025.
17. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 28, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$14,677.82. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before February 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 22, 2026 at 4.00% annually on the balance outstanding.

February 10, 2026
Date Issued

Kyle Anderson
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$17,115.00.
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,445.00
Less the amount of the interest on the last month's rent deposit	- \$178.18
Total amount owing to the Landlord	\$14,677.82