



**Order under Section 87 / 88.2
Residential Tenancies Act, 2006**

Citation: Nguyen v Hoang, 2026 ONLTB 14103

Date: 2026-02-17

File Number: LTB-L-022533-25

In the matter of: 53 JANSEN AVE
KITCHENER ON N2A2L4

Between: Que Nguyen Landlord

And

Hue Thi Hoang Former Tenants
Charlie Nguyen
Thony Nguyen

Que Nguyen (the 'Landlord') applied for an order requiring Hue Thi Hoang, Charlie Nguyen and Thony Nguyen (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

The Landlord applied for an order requiring the Former Tenants to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on February 10, 2026. The Landlord, supported by Amanda Nguyen, and the Former Tenants, Hue Thi Hoang, and Thony Nguyen, attended the hearing. Former Tenant Hue Thi Hoang was supported by Interpreter Nga Nguyen.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay to the Landlord \$9,263.23.
2. I am satisfied that the Landlord served the Former Tenants 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.
3. These documents were served on November 2, 2025, in person.
4. The Former Tenants vacated the rental unit on June 26, 2024.

8. The lawful rent was \$1,000.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$32.88. This amount is calculated as follows: $\$1,000.00 \times 12$, divided by 365 days.
10. The Former Tenants have not made any payments since the application was filed.
11. The tenancy ended on June 26, 2024, as a result of the Former Tenants moving out 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 that date.
12. The rent arrears and daily compensation owing to June 26, 2024, are \$6,822.00
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Former Tenants failed to pay water and electricity costs that they were required to pay under the terms of the tenancy agreement. Copies of all invoices were submitted into evidence.
19. The Landlord incurred reasonable out-of-pocket expenses of \$2,441.23, as a result of the Former Tenants' failure to pay for the utilities.
20. There is no last month's rent deposit.
21. The Former Tenants do not dispute that they did not pay the rent nor the utilities and that they owe the Landlord the amount claimed. However, the Former Tenants say they cannot pay the Landlord. The Former Tenants further allege that the Landlord may have unlawfully evicted the Former Tenants pursuant to an N12 notice of termination. They also argue the lease was verbal and the Landlord unlawfully raised the rent.
22. However, if the Former Tenants wished to challenge the lawfulness of the Landlord's N12 notice of termination, the Former Tenants could have exercised their option to file a claim with the LTB. The same argument applies to unlawful rent increases. The Former Tenants did not do so.
23. Section 2 of the Residential Tenancies Act ("the Act") states that tenancy agreements can be written, oral, or implied. So the fact that this was a verbal tenancy agreement does not mean that a tenancy does not exist. Further, the Board has no jurisdiction to amend or reduce any of the Former Tenants' obligation to pay the rent and utilities that were owed under the lease where a claim was not made in accordance with the Act.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$6,822.00, which represents rent and compensation owing up to June 26, 2024.
2. The Former Tenants shall also pay to the Landlord \$2,441.23, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.

3. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total the Former Tenants owe the Landlord is \$9,449.23*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenants not pay the Landlord the full amount owing on or before February 28, 2026, the Landlord will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 17, 2026
Date Issued

Jane Dean
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 and Compensation Owing To June 26, 2024	\$6,822.00
Utility Costs	\$2,441.23
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$9,449.23