



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-086922-25

In the matter of: N545, 7 GOLDEN LION HTS
NORTH YORK ON M2M0C1

Between: Sung Hun Kim Landlord

And

Jeounglan Kim Tenants
Miryung Kim

Sung Hun Kim (the 'Landlord') applied for an order to terminate the tenancy and evict Jeounglan Kim and Miryung Kim (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 6, 2026.

The Landlord, Sung Hun Kim, the Landlord's Representative, Mr. Ki Shik Shin, and the Tenants, attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on January 1, 2026. Rent arrears are calculated up to the date the Tenants vacated the unit
4. The lawful rent is \$3,000.00. It was due on the 1st day of each month.
5. The Tenants have not made any payments since the application was filed.
6. The parties agree that the rent arrears owing to January 1, 2026, are \$13,098.63.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$3,000.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$112.11 is owing to the Tenants for the period from June 1, 2024, to January 1, 2026.

Section 82 issues

10. The Tenants have raised the following issues under s.82 of the *Residential Tenancies Act, 2006* (the 'Act')
 - a) Landlord's Agent threatened and harassed the Tenants
 - b) Landlord forced Tenants to sign N11 form
 - c) Landlord did not account for overpayment
 - d) Interest on last month's rent deposit

Landlord's Agent threatened and harassed the Tenants

11. The Tenant, Miryung Kim (MK), testified the Landlord's previous representative named Sung Sook Kim (SSK) threatened her and her mother. When the Tenants fell into arrears in August 2025, the Landlord texted them and told them that SSK would be dealing with them from now on. SSK told the Tenants on September 10, 2025, that the Landlord has applied their last month's rent deposit to August rent and they must vacate the rental unit the next day. SSK continued to send the Tenant, Jeounglan Kim (JK), threatening texts and made personal attacks on her. SSK also threatened to damage JK's reputation in their circle of influence and at their work. SSK also threatened to make JK's photo ID's public and to reach out to their previous landlord. On September 13, 2025, JK met the Landlord and SSK in the lobby of the building where they publicly humiliated her and yelled at her. The Tenant also learned that the Landlord had posted the rental unit for lease again starting September 21, 2025, while they were still occupying the rental unit. A copy of the correspondence between the parties was submitted. It was translated from Korean to English by MK herself.
12. MK sent the Landlord an email on September 19, 2025, asking the Landlord to stop his representative from harassing the Tenants and the Landlord failed to respond to the email. Instead, the Landlord served them an N4 and N8 notice. MK testified SSK's conduct has made her mother fearful and anxious that her personal details will be made public. SSK stopped communicating after September 13, 2025. The Tenant seeks a rent abatement for the harassment and threats made by SSK. The Tenant also claims that JK had permission from Landlord to have roommates.
13. The Landlord testified that he engaged SSK as the Tenants were constantly making excuses for late rent payments. SSK asked many times nicely and advised if the Tenants failed to pay, the Landlord would follow due process. The Landlord also testified that the translation of the texts and messages were not exact, and the Tenants have left out a lot of context from these messages.

14. The Landlord agreed that he had provided permission for a roommate but not to subleasing to multiple people. The Tenants had sub-leased the two-bedroom unit to up to 11 people at a time. The Landlord is aware of people sleeping on couches and using curtains as walls. The Landlord has proof of the Tenants collecting money from all these people and of advertising the rental unit on Korean platforms claiming to be the landlord themselves. The Landlord claims the Tenants made close to \$18,000.00 from these sub-leases but failed to pay rent. No evidence was provided even though the Landlord asserts he has copies of invoices from the sub-leases.
15. With respect to the harassment claim, section 23 of the Act states: "A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant."
16. The definition of harassment in the *Ontario Human Rights Code* is "engaging in a course of vexatious comment or conduct or conduct that is known or reasonably ought to be known to be welcome." The Act does not define harassment; however the Board has relied on the definition in the *Code* and other similar definitions.
17. I find that some of the statements made by SSK were not in line with the Act and should not have been said. Even if the Landlord believed that the Tenants were sub-leasing the rental unit in violation of the Act, the Act provides the Landlord with recourse by filing an application with the Board. Threatening or harassing a Tenant over it, is neither consistent nor allowed under the Act. I find some of the statements do rise to the level of harassment, for example threatening to make the Tenant's ID's public or going to her workplace. However, the period of time SSK was in communication with the Tenant was of a short duration (almost a month). Therefore, the relief requested of \$1,000.00 as rent abatement is appropriate and being granted.

Landlord forced Tenants to sign an N11 form

18. MK testified that even though she had sent the Landlord an email telling him that they would vacate by November 30, 2026, the Landlord still forced them to sign an N11 form. This was after they were served an N4 and N8 form. The Tenant believes this is a form of harassment.
19. The Landlord did not deny that he asked the Tenants to sign an N11 form but says that it was not forced. The Tenants had promised to vacate but he wanted to be sure.
20. The Tenant failed to prove that the Landlord forced them to sign the N11 form. There is no dispute that the Landlord sent the Tenants an N11 form. There is also no evidence that he asked them to sign it repeatedly or forcefully. Sending a form to the Tenants to end the tenancy on agreement when the Tenants themselves stated they would vacate the rental unit on a specific date does not lead to harassment.

Overpayment

21. The Landlord did not deny the Tenants had overpaid him \$200.00 in April and July 2025 and is willing to reduce the amount from the arrears claimed.

Interest on last month's rent deposit

22. Interest on the last month's rent deposit will be paid out as per the Act as part of this order and it should address the Tenant's concern. The Landlord agrees with the same.
23. The Tenants request a payment plan be granted to pay off the arrears. However, the Tenants have vacated the rental unit so there is no recourse for the Landlord if the Tenants fail to comply with a payment plan. For those reasons, I am denying the Tenant's request.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of January 1, 2026, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$8,972.52. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The credits for s.82 issues, the rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before March 13, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 14, 2026, at 4.00% annually on the balance outstanding.

March 2, 2026
Date Issued

Sheena Brar
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 Tenants must pay as the tenancy is terminated

Rent Owing to Move Out Date	\$13,098.63
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$112.11
Less the credit applied for s.82 issues	\$1,200.00
Total amount owing to the Landlord	\$8,972.52