



Order under Section 69 Residential Tenancies Act, 2006

Citation: LEE v OH, 2026 ONLTB 22222

Date: 2026-03-13

File Number: LTB-L-107400-25

In the matter of: BASEMENT UNIT, 35 HATHWAY DRIVE
SCARBOROUGH ON M1P4L6

Between: HYUNSUK LEE Landlords
JUNGHUN KIM

And

GUIYEOMASSY OH Tenant

HYUNSUK LEE and JUNGHUN KIM (the 'Landlords') applied for an order to terminate the tenancy and evict GUIYEOMASSY OH (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 3, 2026.

The Landlords' legal representative, K.S. Shin, and the Tenant attended the hearing. The Landlords' witness, H. Jung, also attended the hearing.

Determinations:

1. The Landlords 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 said that she vacated the rental unit on March 1, 2026. However, the Tenant had not yet returned the key to the Landlords. Rent arrears are calculated up to the date the Tenant vacated the unit and returned the keys.
4. The lawful rent is \$1,150.00. It was due on the first day of each month.
5. The Tenant has not made any payments since the application was filed.

6. The Tenant said that she would return the keys to the Landlords' legal representative on the date of the hearing, March 3, 2026. If she returns the keys on March 3, 2026, the tenancy is terminated as of March 3, 2026.
7. The rent arrears owing to March 3, 2026 are \$8,163.43.
8. Commencing March 4, 2026, the Landlords are entitled to change the locks to the rental unit if the keys are not returned to them by the Tenant on March 3, 2026.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,150.00 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.
11. Interest on the rent deposit, in the amount of \$19.06 is owing to the Tenant for the period from May 20, 2025 to March 3, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 3, 2026.
2. The Tenant shall pay to the Landlords \$7,180.37. This amount includes rent arrears owing up to March 3, 2026, and the cost of filing the application. The rent deposit and interest the Landlords owe 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 fails to return the keys on March 3, 2026, the Landlords are entitled to change the locks to the rental unit as of March 4, 2026.
4. If the Tenant does not pay the Landlords the full amount owing in paragraph #2 above, on or before March 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 25, 2026 at 4.00% annually on the balance outstanding.

March 13, 2026
Date Issued

Nancy Morris
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 March 3, 2026	\$8,163.43
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,150.00
Less the amount of the interest on the last month's rent deposit	- \$19.06
Total amount owing to the Landlords	\$7,180.37