



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-063172-25

In the matter of: Unit 2505, 18 Water Walk Dr
Unionville ON L3R6L5

Between: You-Wen Chang Landlord

and

Shuheng Meng
Yugeng Wang Former Tenants

You-Wen Chang (the 'Landlord') applied for an order requiring Shuheng Meng and Yugeng Wang (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

This application was heard by videoconference on March 4, 2026.

The Landlord's Legal Representative, Yun Tao Li, and the Tenants, Shuheng Meng ('SM'), on behalf of both Tenants, attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenants shall pay the Landlord \$11,586.00.
2. The Former Tenants vacated the rental on March 31, 2025 and notified the Landlord on April 10, 2025 that they had vacated. The application was therefore filed within one year after the Former Tenants ceased to be in possession of the rental unit.
3. The monthly rent was \$3,200.00. It was due on the 1st day of each month.
4. It was undisputed that the rent arrears owing to April 15, 2025 are \$11,400.00. However, SM disputes that the Former Tenants should be responsible for the rent up to April 15, 2025 as the Former Tenants actually vacated on March 31, 2025. He submits that the Former Tenants should only be responsible for the rent up to the date that they vacated.
5. Section 88 of the *Residential Tenancies Act, 2006* (the 'Act') states:

88 (1) If a Tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the Tenants shall be made in accordance with the following rules:

1. If the Tenants 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.
2. If the Tenants abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the Tenants, on the date that the landlord knew or ought to have known that the Tenants had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be.
6. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. The Former Tenants only first notified the Landlord that they vacated the rental unit on April 10, 2025. The Landlord could not have reasonably known that the Former Tenants had vacated the rental unit prior to April 10, 2025. Therefore, pursuant to section 88 of the Act, the Former Tenants obligation to pay rent ended on June 30, 2025.
7. Although I have found that the Tenants obligation to pay rent ended on June 30, 2025, the Landlord is only seeking arrears to April 15, 2025. The Landlord could not have reasonably re-rented the unit in only 5 days after being notified that the Former Tenants had vacated. Considering the Landlord's duty to mitigate and that the Landlord is only seeking rent arrears to April 15, 2025, the Former Tenants shall be ordered to pay rent arrears only to April 15, 2025.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$3,200.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
10. Interest on the rent deposit, in the amount of is owing to the Former Tenant for the period from August 31, 2023 to April 15, 2025.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$11,586.00, which represents rent and compensation owing up to April 15, 2025.
2. The Landlord owes \$3,200.00 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.
3. The total amount the Former Tenants owe the Landlord is \$8,256.03*. See Schedule 1 for the calculation of the amount owing.

4. If the Former Tenants do not pay the Landlord the full amount owing on or before April 3, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from April 4, 2026 at 4.00% annually on the balance outstanding.

March 23, 2026
Date Issued

Candace Aboussafy
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 Landlord:

Rent and Compensation Owing to	\$11,586.00
Less the amount of the last month's rent deposit	- \$3,200.00
Less the amount of the interest on the last month's rent deposit	- \$129.97
Total amount owing to the Landlord	\$8,256.03