



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-105491-25

In the matter of: 1808, 20 THOMAS RILEY RD
ETOBICOKE ON M9B0C3

Between: Jiwoo Kim Tenants
Kyung Yoon Myung

And

Dhanur Vij Landlord

Jiwoo Kim and Kyung Yoon Myung (the 'Tenants') applied for an order determining that Dhanur Vij (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 15, 2026.

The Landlord and the Tenants attended the hearing.

At the hearing, the Tenants requested to withdraw her claim for the key deposit to be returned and the Landlord did not oppose. The parties agreed the key deposit had been returned, so I agreed to withdraw this claim from the application.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Rent deposit not applied to last month of tenancy

2. The Landlord did not illegally retain the Tenants' rent deposit.
3. The parties agreed that the Tenants moved into the rental unit on August 1, 2024 and that they vacated on November 29, 2025. The issue to be addressed in this application is whether the Tenants provided the Landlord with proper notice to vacate under the *Residential Tenancies Act, 2006* (the 'Act') and whether the Landlord applied the Tenants' rent deposit to the last month of tenancy.
4. The Tenants testified that they informed the Landlord that they would be vacating the rental unit at the end of November 2025. The Tenants agreed that they did not serve this notice to end the tenancy on an N9 notice, however, they sent the notice via email on

September 29, 2025. A copy of this email was submitted into evidence by the Tenants. The email states that the Tenants were to vacate the rental unit on December 1, 2025. The Landlord testified that the notice provided by the Tenants was not on the Board approved form, so he did not accept December 1, 2025 as their move out date.

5. Section 37 of the Act provides that a tenancy may be terminated only in accordance with the Act. In accordance with sections 44(2) and 47 of the Act, the earliest termination date the Tenants could have specified on a notice of termination was December 31, 2025. While the Tenants assert that they gave the Landlord a notice of termination via email, this could not have been a valid notice as the Tenants were attempting to terminate the tenancy on the first day of the rental period, when the Act clearly states it must be the last day of the rental period.
6. However, Section 37(3) of the Act stipulates that a notice of termination need not be given if a landlord and a Tenants have agreed to terminate a tenancy.
7. The word “agreed” is not defined in the Act, but the meaning of an agreement is well established in the common law of contract. An agreement is formed when one party communicates an offer to the other, and the offeree communicates its acceptance.
8. I agree with the analysis in *Dadiala v Griffin*, [2001] O.R.H.T.D. No 84, in which the Ontario Rental Housing Tribunal recognized that while a notice of termination under the Act must be in a form prescribed by the Act, an otherwise deficient notice of termination provided by a Tenants can support a finding of the existence of an agreement to terminate a tenancy if it is accepted by the landlord. However, the landlord’s acceptance must be “unequivocal”, and it must also be clear that there is a meeting of the minds.
9. Based on the evidence adduced at the hearing, I am not satisfied on a balance of probabilities that the parties agreed to terminate the tenancy for December 1, 2025. The Tenants did not adduce any evidence at the hearing to support their version of events are true. I would have reasonably expected the Tenants to submit documentary evidence to support their position that the tenancy ought to have terminated at the end of November 2025. However, the only email that was submitted into evidence states the Tenants wanted to vacate in December 2025, which meant the earliest termination date could have been was December 31, 2025.
10. The Landlord adduced evidence at the hearing that supports his position he attempted to mitigate his losses and find a new Tenants immediately. The Landlord listed the rental unit for rent on the same day he received the September 29, 2025 email from the Tenants. The Landlord listed the rental unit for \$300.00 cheaper than what the Tenants were paying. The earliest date the Landlord found another Tenants to rent the unit was January 1, 2026. On a balance of probabilities, I am not satisfied that the Landlord incorrectly applied the last month rent deposit to the last month of tenancy. The issue of whether this is a fixed term tenancy or if a monthly tenancy are no longer relevant given my findings below.
11. The parties dispute if the tenancy were a monthly tenancy or a fixed term tenancy. The Landlord testified that the Tenants had signed an extension to their fixed term tenancy and had paid the post-dated cheques for an extension of the original lease. The Tenants testified that only one of the Tenants had signed the extension to the lease, so the extension was not binding on all parties. If I find in favour of the Tenants that this was a

monthly tenancy rather than a fixed term one, the earliest the termination could have been, based on their September 29, 2025 email was December 31, 2025 (at least 60 days notice to terminate and last day of the rental period). The Tenants themselves in their email stated they wanted to vacate on December 1, 2025, however rent was due the first of the month, meaning the termination date ought to have been the last day of the month, bringing us to December 31, 2025. The parties agreed the Tenants had paid November 2025 rent and that they put a stop payment on their post-dated December 2025 rent, so the Landlord correctly applied the rent deposit to December 2025 rent.

12. And if this were a fixed term tenancy, the Tenants would have been liable to pay until the end of the fixed term, however, the Landlord would still have mitigated their losses as of January 1, 2026, as they had found a new Tenants at this time, and would have only been owed rent up to December 31, 2025.

13. I opt to not make a finding on whether this were a fixed term tenancy or a monthly tenancy because the outcome of both cases would still result in the earliest termination date being December 31, 2025.

14. Therefore, the Tenants' application is dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

April 20, 2026

Date Issued

Vishal Nanda

Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.