



**Order under Section 21.2 of the Statutory Powers Procedure Act
And under Section 69
of the Residential Tenancies Act, 2006**

File Number: LTB-L-054146-25-RV

In the matter of: 711, 2 REGAL RD
TORONTO ON M6 H2J4

Between: SKPM RENTS 2 Landlord

and

MIN PAU Tenant

Review Order

SKPM RENTS 2 (the 'Landlord') applied for an order to terminate the tenancy and evict MIN PAU (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-054146-25 issued on September 24, 2025.

On March 11, 2026, the Board granted the Tenant's request for review and directed that the application be reheard.

The application returned before me in videoconference room 103 on May 5, 2026 to be reheard.

The Landlord's agent Sean Yu, Landlord's legal representative Howard Levenson and the Tenant attended the hearing.

Determinations:

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. The lawful rent is \$2,099.00. It was due on the 1st day of each month.
3. The Landlord discovered that the Tenant had abandoned the rental unit on December 8, 2025. The Tenant agrees that she has not made any payments since the application was filed and that rent arrears owing to December 8, 2025 are \$12,646.08.
4. The Tenant acknowledges that she had committed to a one-year tenancy ending on April 14, 2026 and also admits that the tenancy had not been terminated when she vacated the unit on July 25, 2025. She says she should not be liable for rent beyond that date because she had not to extricate herself from an abusive relationship. The Tenant had expected

that her partner, who is not a tenant, would remain in the unit and pay the rent. The Tenant sent the Landlord an email in July 2025 announcing her intention to move out but without details. I find that email is incapable of lawfully terminating the tenancy because it does not, in either form or substance, comply with requirements of section 47.1 of the *Residential Tenancies Act, 2006* (the 'Act').

5. The Landlord only claims arrears to December 8, 2025 which is the date it discovered the unit had been abandoned. I agree with the Landlord that the Tenant remains liable for rent up to that date by operation of section 88 of the Act.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$2,099.00 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.
8. Interest on the rent deposit, in the amount of \$34.22 is owing to the Tenant for the period from April 15, 2025 to December 8, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 8, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$10,698.86. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes 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 does not pay the Landlord the full amount owing on or before May 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 25, 2026 at 4.00% annually on the balance outstanding.

May 13, 2026
Date Issued

Nersi Makki
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 Move Out Date	\$12,646.08
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,099.00
Less the amount of the interest on the last month's rent deposit	- \$34.22
Total amount owing to the Landlord	\$10,698.86