



**Order under Section 87
Residential Tenancies Act, 2006**

File Number: LTB-L-012329-25

In the matter of: 307, 580 ARMSTRONG RD
KINGSTON ONTARIO K7M8M3

Between: Kang Cen Landlord
Diming Shi

And

Nayana Ramachandran Nair Sathikumari Former Tenant

Kang Cen and Diming Shi (the 'Landlord') applied for an order requiring Nayana Ramachandran Nair Sathikumari (the 'Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on February 23, 2026.

The Landlord's Legal Representative, Shasta Pearson, the Landlord, and the Tenant attended the hearing.

Agreed Facts

1. The Tenant signed a 1-year lease agreement with the Landlord, the lease period being effective from July 1, 2024- June 30, 2025.
2. The Tenant vacated the rental unit on December 1, 2024, providing the Landlord with 60 days notice to terminate the tenancy.

Determinations:

3. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenant is responsible for rent arrears for the period from December 1, 2024 to January 30, 2025, totalling, \$2,006.59.
4. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.

5. These documents were served on July 28, 2025, by leaving a copy under the door or through a mail slot at the Tenant's new residence located at 1836 Cinderhill Street, Kingston Ontario, K7P 0S6.
6. The Former Tenant vacated the rental unit on December 1, 2024.
7. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. The parties do not dispute that the Tenant signed a 1-year lease agreement with the Landlord for a one-year term from July 1, 2024- June 30, 2025.
9. The parties also do not dispute that the Tenant vacated the rental unit on December 1, 2024, after providing the Landlord with 60 days notice to terminate the tenancy.
10. The central issue in dispute in this application is when the Former Tenant's obligation to pay rent ended.

The Landlord's evidence

11. The Landlord testified and provided documentation evidence of the condition of the rental unit when the Tenant vacated, along with photographs before the Tenant moved in.
12. The Landlord testified that she decided to rent to the Tenant because they are a working professional, and that she does not allow pets within the rental unit. She testified this is a self-contained unit, and it does not share HVAC with other units.
13. The Landlord testified that she met with the Tenant before they moved into the unit, and the Tenant told her that their children has an illness, and at the time of them looking at the rental unit, their younger child was vomiting, and they were delayed on this date.
14. The Landlord submitted an email she received from the Tenant on October 10, 2024, where the Tenant gave notice to the Landlord about vacating as they were trying to avoid allergies for their children and medical concerns. The Landlord testified that in response, she told the Tenant that they were responsible for the rent until they found someone to assign the tenancy to and requested medical documentation and wanted to work with them to find a solution.
15. The Landlord testified that on November 12, 2024, she was provided with medical documentation, which was a letter outlining that the Tenant's child has been diagnosed with asthma, which may be triggered by allergens and environmental irritants, which could include pet allergens, mould, and cockroaches.
16. The doctor's note states that "his parents have identified a need to remove him from irritants in their current home to provide him with a chance for better control of his symptoms".
17. The Landlord testified that she was not aware of anything within the unit that would cause issues or have the child experience these symptoms. The Landlord testified that the

Tenant had not previously complained about issues within the apartment, and there are also no pets allowed, no smoking, and the unit is a very clean unit.

18. The Landlord testified that upon receiving the Tenant's notice to terminate the tenancy she hired a professional realtor from Remax in November 2024 to assist with re-renting out the unit. The Landlord testified that she found someone who applied and fit her requirements including the no pet requirement. She found someone who was a student and their partner just graduated.
19. Under cross examination, the Landlord testified that she was aware there was an issue with the ceiling bubbling and a crack in the ceiling going down the wall in the hallway, which was brought to her attention by text message on September 26, 2024. This issue was caused by a leak from the upstairs unit, and that she hired a maintenance person to fix it. The leak f upstairs was rectified on September 27, 2024, and the ceiling issue inside of the rental unit was rectified on October 7, 2024.
20. Under redirect, the Landlord testified that after the issues were rectified on October 7, 2024, she was never told of any further issues after that.
21. The Landlord testified to her efforts to re-rent the unit included, posting ads on Facebook, checking the applicants' credit. The Landlord testified that for each applicant, she does not ask for proof of income as long as the applicant is a professional with good credit. She does not call references, but she made every effort to re-rent out the unit. The Landlord testified that she was able to re-rent the unit for February 1, 2025, but due to her struggling to find a tenant, she agreed to waive February 2025 rent for the new tenants.
22. The Landlord testified that the Tenant did introduce her to his friends who were interested in taking over the lease, but they did not respond to her or send back the rental application to her, so she continued to look for other tenants.

The Tenant's evidence

23. The Tenant testified that they moved into the rental unit on July 1, 2024, and within a month their child was sick quite often and was diagnosed with asthma.
24. The Tenant testified that on August 25, 2024, they raised the issue of the ceiling and the side wall and the kitchen, and that the issues were not rectified until October 18, 2024.
25. After reviewing the Tenant submitted text messages that the parties exchanged but the only one the Tenant sent to the Landlord with a date, shows the issues were reported on September 26, 2024. While I can appreciate the Tenant sent photographs to the Landlord before this date, there is nothing within the text messages that identifies or describes the issues or what the Tenant was reporting to the Landlord.
26. The Tenant testified that when they met with the child's doctor, they were informed of the types of conditions that could cause asthma issues, which include paint peeling, smoke, weed smells in the carpet, and dust.. The Tenant testified that there are lot of pets in the building and he noticed when they used the common washing machine and dryer, there

was pet hair in the machines that transferred to their child's clothing.

27. The Tenant testified that he vacated on December 1, 2024, and told the Landlord to use the last month's rent deposit towards December 2024's rent, and that they were vacating due to their child's health condition.
28. The Tenant testified that the Landlord is very picky when it comes to renting out the unit, and that she doesn't want to rent to students, she only wants professional renters and will not allow pets.
29. The Tenant testified that since moving, their child's health is improving and their child is only on 1 puffer and not 3 various puffers as before.
30. Under cross examination the Tenant testified that they never reported smoke or weed smells to the Landlord. The Tenant testified that these odours came from outside the building, and that they could smell it outside when they opened the windows. The Tenant testified there was dust in the unit from the carpet in the common walkway outside the unit, but the Landlord was not aware of these issues before the Tenant gave notice to terminate the tenancy.
31. The Tenant testified that he did not ask the Landlord for a more suitable accommodation, and that he terminated his tenancy as he wanted to avoid his child being exposed to further illness and wanted to keep him away from issues in the building.
32. The Tenant testified that he did attempt to have his friends take over the lease, but the Landlord denied his friends and other applicants referred to the apartment. The Tenant did not provide any documents or other evidence to corroborate their claim that the Landlord refused to rent to their friends or anyone else. The Tenant testified that they were told about these refusals by the Landlord when he spoke with the Landlord on the phone. The Tenant testified that he did send the Landlord a few text messages about wanting to assign his lease to his friend, but didn't upload them as he did not believe they were required.

Analysis

33. In determining when the Tenant's obligation to pay rent ended, I first considered that the tenancy did not lawfully terminate in accordance with the Act.
34. This was a fixed term tenancy, and the term was to end on June 30, 2025. Pursuant to sections 47 and 44(4) of the Act, the Tenant was required to provide at least 60 days' notice to terminate, and the termination date was required to be the last day of the term.

35. The Tenant did give 60 days notice to the Landlord, but it is not disputed that the termination date was not at the end of the fixed term. The earliest the Tenant could have lawfully terminated the tenancy by notice was June 30, 2025.
36. I also considered whether the Tenant was entitled to terminate the tenancy early because of a possible request to assign occupancy of the unit. Pursuant to section 95(1) of the Act, a tenant may assign a rental unit to another person with the landlord's consent. In certain circumstances, a tenant can give notice of termination of a tenancy depending on the nature of the request and the landlord's response.
37. However, without supporting documentation that the Tenant claimed to have in his possession, I am not satisfied that the Landlord refused to assign the lease to another person, but rather I find it more likely than not that there was a communication breakdown between the Tenant's friends and the Landlord which resulted in the assignment not proceeding. The Landlord provided direct evidence that the Tenant's friends did not respond to her communications or submit a completed application. Therefore, I cannot find that there was a proper and complete request to assign occupancy and/or a refusal by the Landlord. Therefore, I do not find that this gives rise to a basis for terminating the tenancy early.
38. Finally, I am not satisfied that there was any other legal basis for the Tenant to terminate the tenancy early. The Tenant did not provide that there were serious maintenance issues in the rental unit that rendered it uninhabitable.
39. In addition to the lack of notice, I must also consider that pursuant to section 16 of the Act, the Landlord had the duty to take reasonable steps to minimize or minimize their loss.
40. After hearing the evidence and submissions, I find that the Landlord acted reasonably and took steps to minimize their loss and attempted to rent out the unit starting in November 2024 but was unable to do so until February 1, 2025. I accept that the Landlord had a difficult time re-renting the unit, which is supported by the Landlord's uncontested evidence that they offered the new tenant's incentive to enter into a lease by waiving the rent for February 2025.
41. When the new lease began, the Tenant's interest in the rental unit ended. Pursuant to section 134(1.1) of the Act, a landlord cannot directly or indirectly collect or require a tenant or former tenant to pay money purporting to be rent in respect of any period after the tenant's interest in the tenancy has terminated and the tenant has vacated the rental unit.
42. Accordingly, I find that the Tenant's obligation to pay rent ended on January 31, 2025.

Rent and daily compensation owing

43. At the time the Tenant vacated the unit, the rent was paid in full up to November 30, 2024, and there was a last month rent deposit being held by the Landlord.
44. The lawful rent was \$1,895.00. It was due on the 1st day of each month.
45. Based on the Monthly rent, the daily rent/compensation is \$62.30. This amount is calculated as follows: $\$1,895.00 \times 12$, divided by 365 days.
46. The Tenant has not made any payments since the application was filed. The Tenant owes the Landlord December 2024 and January 2024 rent.
47. The rent arrears and daily compensation owing to January 31, 2025 are \$3,790.00
48. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Rent Deposit

49. The Landlord collected a rent deposit of \$1,895.00 from the 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.
50. Interest on the rent deposit, in the amount of \$74.41 is owing to the Former Tenant for the period from May 29, 2024, to January 31, 2026

It is ordered that:

1. Tenant shall pay to the Landlord \$2,006.59*. See Schedule 1 for the calculation of the amount owing, which represents rent, costs, compensation owing up to January 31, 2025, less the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 19, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 20, 2026 at 4.00% annually on the balance outstanding.

May 8, 2026
Date Issued

Samantha Greaves
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 Tenant must pay the Landlord:

Rent and Compensation Owing To January 31, 2026	\$3,790.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,895.00
Less the amount of the interest on the last month's rent deposit	- \$74.41
Total amount owing to the Landlord	\$2,006.59