



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-000536-26

In the matter of: 503, 626 FIRST ST
LONDON ON N5V2A2

Between: Seungwoo Kwon Tenant

And

Yanping Han Landlord

Seungwoo Kwon (the 'Tenant') applied for an order determining that Yanping Han (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 20, 2026.

The Landlord, the Landlord's Support, Hansong Wang and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The following facts were not in dispute:
 - The tenancy commenced in September 2023. The tenancy agreement was for a fixed-term of one year at the monthly rent of \$680.00.
 - On August 9, 2023, the Tenant paid a last month's rent deposit of \$680.00.
 - On September 30 2025, the Tenant paid a second deposit in the amount of \$680.00.
 - On November 26, 2025, the Tenant gave an N9 notice with a termination date of November 30, 2025.
 - The Tenant vacated on November 29, 2025 and returned the keys for the rental unit to the Landlord.
 - The Landlord has not returned the \$1,360.00 which was collected as a rent deposit.

3. The Tenant submits that as he paid the rent for the period up to November 30, 2025, the two months worth of rent deposit paid to the Landlord has been unlawfully retained by the Landlord. The Landlord submits that as the Tenant did not give 60 days' notice as required under the Act, the Tenant is liable for rent up to January 31, 2026 and as a result, the amount of the deposit has not been unlawfully retained.

4. Sections 47 and 44(2) of the *Residential Tenancies Act, 2006* (the 'Act') state that:

47 A tenant may terminate a tenancy at the end of a period of the tenancy or the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44.

44 (2) A notice under section 47, 58 or 144 to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period.

5. Based on the evidence before me, I was not satisfied that the Tenant gave 60 days notice as required by the Act.

6. Section 88(1) of the Act states:

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 tenant shall be made in accordance with the following rules:

1. If the tenant 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.

7. Application of section 88(1) para. 1 suggests that the Tenant may owe rent up to January 31, 2026, as that is the earliest termination date that the Former Tenant could have properly specified on the notice of termination.

8. However, subsection 88 (3) of the Act provides that in determining the amount of rent owing, I must consider whether the Landlord re-rented the unit, and subsection 88 (4) of the Act provides that I must give consideration to whether the Landlord took reasonable steps to minimize their losses in accordance with section 16 of the Act.

9. Section 16 of the Act requires that a party who is going to be harmed by the actions of another must take steps to minimize the harm caused to them. In this case, the Landlord had a duty to mitigate their vacancy loss by taking reasonable steps to rent the unit when they found out that the Tenant had vacated without giving notice.

10. The Tenant testified that he found the Landlord's listing posted some time in December 2025 but that as of January 4, 2026, the posting was removed from the internet. The

Landlord testified that he listed the rent on or about November 28, 2025 upon learning that the Tenant would be vacating. A copy of the Landlord's listing was submitted as evidence and dated November 28, 2025. I was satisfied based on the evidence before me that the unit was listed immediately after the Tenant vacated. The Landlord testified that the rental unit was re-rented as of January 4, 2026 with a commencement date of February 1, 2026.

11. Based on the evidence before me, I was satisfied that the Landlord took reasonable steps to mitigate their losses. As a result, I find that the Tenant is liable for the rent up to January 31, 2026. As the Tenant has only paid the rent up to November 30, 2025, I find that the deposit of the last two months of rent has not been unlawfully retained by the Landlord and the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

May 27, 2026
Date Issued

Christopher Lin
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.