



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-046922-23

In the matter of: B, 17 Charles Street
London ON N6H1H1

Between: Lijia Wang Landlord

And

Charley Jiang Former Tenant

Lijia Wang (the 'Landlord') applied for an order requiring Charley Jiang (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on October 21, 2024. Only the Landlord attended the hearing. The Former Tenant signed in shortly after the matter was concluded. Therefore, the matter was adjourned.

This application was heard by videoconference on April 30, 2026.

The Landlord and the Former Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
2. 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.
3. There parties provided a significant amount of evidence throughout the hearing, and although it was heard, this order will only reference what I believe is relevant to the application before me. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
4. The Landlord was subletting the rental unit, and the Former Tenant lived in the rental unit from May 4, 2022 to July 1, 2022. The signed lease agreement was for the period of May 4, 2022 to September 4, 2022, and the parties agree that the Landlord re-rented the unit in

July 2022, after the Former Tenant vacated, and therefore mitigated their losses despite the Former Tenant vacating prior to the end of the lease agreement.

5. The Landlord is claiming a total of \$330.00 in outstanding rent. The Landlord stated that the monthly rent was \$650.00, however the Former Tenant paid \$440.00 in June 2022 and \$530.00 in July 2022.
6. The Former Tenant testified that he paid \$650.00 to the Landlord when he signed the lease agreement. Regarding the months that the Landlord is claiming he owes rent for, he paid what he thought was accurate. The Former Tenant was under the impression that there was going to be a discount applied against the rent per their conversations with another Tenant. Another tenant had transferred the Landlord extra payment, and therefore the agreement was that the Former Tenant's rent was less, and that explains the discounted rent.
7. The Landlord stated that he did not agree to a discount, and the Former Tenant decided to discount their rent based on an agreement and/or conversations with the other tenants. He does not know why he deducted his rent under the assumption that another tenant paid an extra charge. However, the Landlord agrees to waive \$35.50 for wi-fi charges.

Analysis

8. Having heard the parties submissions, and on a balance of probabilities, I prefer the evidence of the Landlord, that there was no rent discount offered to the Former Tenant and therefore the full amount of arrears that is outstanding for the two rental periods is \$330.00. I heard and considered the Former Tenant's evidence that there was a rent discount, however the Former Tenant offered insufficient evidence to demonstrate that the Landlord made an agreement with him for this discount.
9. Therefore, the Former Tenant shall pay to the Landlord is \$294.50 (\$330.00 less the wi-fi charge of \$35.50). The Landlord also incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$294.50, which represents rent owing.
2. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$495.50
4. If the Former Tenant does not pay the Landlord the full amount owing on or before June 29, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from June 30, 2026 at 4.00% annually on the balance outstanding.

May 29, 2026
Date Issued

Nathalia Debski
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.