



Order under Section 79 Residential Tenancies Act, 2006

Citation: Sun v Wang, 2026 ONLTB 44156

Date: 2026-06-10

File Number: LTB-L-078325-25

In the matter of: F, 45 WEST PARK AVE
HAMILTON ON L8S3M4

Between: Di Sun Landlord

And

Zhiyuan Wang Tenant

Di Sun (the 'Landlord') applied for an order to terminate the tenancy and evict Zhiyuan Wang (the 'Tenant') because:

- the Landlord believes that the Tenant abandoned the unit.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 26, 2026.

Only the Landlord attended the hearing.

As of 9:30 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant is in arrears of rent, and I find that the Tenant has abandoned the rental unit for the reasons that follow.
4. Based on the monthly rent, the daily compensation is \$31.23. This amount is calculated as follows: \$950.00 x 12, divided by 365 days.

5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. There is no last month's rent deposit.
7. Although there is no signed lease agreement between the parties until July 7, 2025, the uncontested evidence of the Landlord proves, on a balance of probabilities, that the tenancy existed since 2023, when the Tenant first lived in the unit, and when he first paid rent. The Landlord had a record of payments that showed that the Tenant would pay the Landlord \$3,000.00 in August, which amount covered the summer months for the following summer when the Tenant was not in residence in the unit. The documentary evidence shows that the Tenant paid \$3,000.00 on August 1, 2024, he paid a further month of rent on August 2, 2024, and then he paid the regular monthly rent of \$950.00 on October 1, 2024. The Tenant paid \$950.00 on the first of every subsequent month until May 2025.
8. The Landlord said that the Tenant returned home to China for the summer of 2025. However, the Landlord wanted there to be a written lease between the parties, so he asked the Tenant to sign the lease agreement in July 2025. He said that the Tenant signed the lease remotely, while in China, never paying a first or last month's rent deposit. He said that the Tenant did not return to his room. After an official inspection of the Tenant's room on September 20, 2025, the Landlord found that most of the Tenant's belongings were removed from the room. The Landlord said that he carried out the inspection in September because he had had a chat with the Tenant in August 2025, at which point the Tenant told him that he was not planning to return. Therefore, the Landlord said that he suspected the Tenant would not return to his room. The Landlord said that the Tenant never returned the keys. He also said that the Tenant never paid further rent after May 2025.

Reasons and Analysis:

9. Section 79 of the *Residential Tenancies Act, 2006* (the 'Act') permits a Landlord to apply to the Board for an order terminating the tenancy if they believe that the Tenant has abandoned the unit.
10. In this case the Tenant signed a lease remotely in July 2025, and then the evidence suggests that he never returned to his unit. The Landlord discovered in September 2025 that all the Tenant's belongings were removed from his room. The Tenant never paid rent after May 2025, although his deposit in August 2024 covered the period to August 31, 2025. The \$3,000.00 paid by the Tenant in August 2024 in fact covered the period to August 31, 2025, and then a further \$150.00 towards rent in September 2025.
11. The Landlord said that the Tenant informed him in August 2025, that he did not plan to return. However, the Tenant did not send anything in writing, nor did he return the keys. As far as the Landlord was aware, the Tenant was still in possession of the unit. Since the Tenant signed the lease agreement sent to him by the Landlord remotely, in July 2025, I find that this was not done under any type of duress. The Tenant had no obligation to sign a lease in July 2025, and he could have provided written notice to the Landlord at that time, but he chose not to. He may have told the Landlord in August 2025, that he was not

planning to return, but he never followed it up with a Board-issued N9 form, nor with any other type of written notice.

12. Consequently, I find that the Tenant abandoned the rental unit. The Tenant provided no proper notice of termination, he owed over \$500.00 in arrears of rent at the time the Landlord filed the application, and he removed his belongings from the unit prior to September 20, 2025. The Tenant's deposit covered the rent until September 5, 2025. He owes the Landlord compensation from that date.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant has not paid rent, nor has he been living in the rental unit for a number of months. It is prejudicial to the Landlord for the tenancy to continue.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of March 27, 2026.
2. The Tenant shall also pay the Landlord compensation of \$31.23 per day for the use of the unit starting September 6, 2025, until March 27, 2026, a period of 202 days or \$6,308.46.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$6,494.46.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 22, 2026 at 4.00% annually on the balance outstanding.

June 10, 2026
Date Issued

Nancy Morris
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.