



## **Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006**

**Citation:** Li v Dai, 2026 ONLTB 44853

**Date:** 2026-06-08

**File Number:** LTB-L-082162-22-RV

**In the matter of:** 199 ALFRED AVE  
NORTH YORK ON M2N3J5

**Between:** Xia Li Landlord  
Xuehong Bai

**And**

Haifeng Dai Tenant

### **Review Order**

Xia Li and Xuehong Bai (the 'Landlord') applied for an order to terminate the tenancy and evict Haifeng Dai (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-082162-22 issued on April 27, 2026.

On May 19, 2026, the Tenant requested a review of the order.

This review was heard by videoconference on June 4, 2026.

The Landlord's legal representative, Yun Tao Li, Xuehong Bai, and the Tenant's legal representative, Jeremy Liu, attended the hearing.

### **Determinations:**

1. I am persuaded that the order contains a serious error.
2. While the order appears to have considered the letter from the Tenant's representative to the Landlord's representative dated December 19, 2022 in relation to the Tenant's claim that the Tenant vacated the rental unit on November 30, 2022, the order does not consider this letter in relation to the Tenant vacating the rental unit pursuant to the N4 notice of termination served on December 2, 2022.
3. I find this to be a serious error.
4. As a result, I cancelled the portion of the order which found the Tenant vacated on January 19, 2026 and conducted a review hearing which was limited to determining whether the Tenant vacated the rental unit as of December 19, 2022.

5. Although the Tenant urged me to find that the Tenant vacated on November 30, 2022, I see no errors in the order with respect to its findings that the unit was not vacated on November 30, 2022.
6. Although the Landlord argued that the Tenant continued to be in possession of the rental unit after December 19, 2022 because the Tenant had not returned the keys, I find the Landlord, having received correspondence from the Tenant stating that the Tenant had already vacated the rental unit, could have entered onto the property and, barring any unforeseen circumstances, recovered possession on that date.
7. While the failure to return the keys to the Landlord may give rise to a separate damages claim against the Tenant, the Tenant's retention of the keys cannot establish that the Tenant was still in possession of the rental unit in face of the Tenant's express indication that they vacated.
8. As a result, I find that the Tenant vacated the rental unit as of December 19, 2022.
9. The finding in order LTB-L-082162-22 that the tenancy terminated on January 19, 2023 is cancelled and the order set out below is made to correct this error. I see no reason to disturb the other findings in the order.

**It is ordered that:**

1. The request to review order LTB-L-082162-22 issued on April 27, 2026 is granted. The operational portion of the order (i.e. paragraphs 1 to 3 on page 6 of 7) is cancelled and replaced by this order.
2. The tenancy between the Landlord and the Tenant is terminated as of December 19, 2022, the date the Tenant moved out of the rental unit.
3. The Tenant shall pay to the Landlord \$12,186.00. 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. See Schedule 1 for the calculation of the amount owing.
4. If the Tenant does not pay the Landlord the full amount owing on or before June 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 20, 2026 at 4.00% annually on the balance outstanding.

**June 8, 2026**  
**Date Issued**

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Richard Ferriss  
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               | \$12,000.00        |
| Application Filing Fee                    | \$186.00           |
| <b>Total amount owing to the Landlord</b> | <b>\$12,186.00</b> |