



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-027316-26

In the matter of: 2103, 25 WELLINGTON ST S
KITCHENER ON N2G0G5

Between: Steven Saberwal Landlord
Manisha Saberwal

And

Linting Li Tenant

Steven Saberwal and Manisha Saberwal (the 'Landlord') applied for an order to terminate the tenancy and evict Linting Li (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 3, 2026.

Both named Landlords, the Tenant and the Tenant's representative Ling Xi attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

L1 amended to reflect the correct rental unit address

1. The application named the rental unit as Apartment 2301, while the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) named Apartment 2103. The parties agreed that the N4 Notice correctly identified the unit. As the amendment corrects an evident clerical error and causes no prejudice, the application is amended to reflect that the rental unit is Apartment 2103, 25 Wellington Street S, Kitchener.

Determinations:

2. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
3. The Tenant was in possession of the rental unit on the date the application was filed.

4. The Tenant vacated the rental unit on March 31, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit.
5. The lawful rent is \$1,700.00. It was due on the 1st day of each month.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to March 31, 2026 are \$1,700.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,700.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
10. Interest on the rent deposit, in the amount of \$11.15 is owing to the Tenant for the period from December 8, 2025 to March 31, 2026.

Landlord not entitled to rent arrears and compensation after the Tenant vacated

11. The Landlord sought April 2026 rent of \$1,700.00 and a rent differential of \$50.00 per month for the eight months from May to December 2026 (a total of \$400.00), on the basis that the Tenant left without a valid assignment and that leaving without valid notice entitles the Landlord to arrears covering the vacancy, subject to the Landlord's efforts to re-rent.
12. Subsection 88(1) of the *Residential Tenancies Act*, 2006 (the "Act") clearly sets out that the determination of arrears of rent owing by a tenant who abandons or vacates a rental unit without giving notice of termination in accordance with the Act only occurs if "the landlord has not given notice to terminate the tenancy".
13. On what is owed, the Board's Interpretation Guideline 11 states in part the following:

In some cases, the evidence may establish that the tenant moved out of the rental unit after the application was filed, but before the hearing date. In that case, the Board's order will generally include a determination that the tenancy ended on the date the tenant moved out. Further, the order will generally: (1) end the tenancy effective the date the tenant moved out of the rental unit without ordering enforcement through the Sheriff's Office; and (2) require the tenant to pay arrears up to the date specified in the termination notice, and lump sum compensation for use of the unit from the termination date in the notice to the date the tenancy ended. Unlike orders for arrears and termination where the tenant is in possession of the unit on the hearing date, the order would not provide the tenant with an opportunity to continue the tenancy by paying all of the arrears by a specified date. Moreover, as there is a finding that the tenancy has ended, the tenant's rent deposit and interest owing on it will be deducted from the arrears and compensation ordered to the landlord. [Emphasis added.]

14. While this guideline is not binding on us, we find no reason to deviate from it here.

15. Under s. 86 of the Act the Landlord is not entitled to “rent” after the termination date but “compensation for the use and occupation of a rental unit by a tenant who does not vacate the unit after his or her tenancy is terminated by order, notice or agreement”.
16. The N4 Notice terminated the tenancy because the Tenant failed to void the notice and the Landlord filed an L1 application with the Board, seeking an order which confirms that termination and to evict the Tenant pursuant to s. 69 of the Act, and the Tenant subsequently vacated the rental unit.
17. The Landlord is entitled to the rent arrears to the termination date specified in the notice under s. 87 of the Act and for compensation for the occupation of the rental unit by a tenant who does not vacate the unit after the tenancy is terminated by order, notice or agreement under s. 86 of the Act.
18. Therefore, we find the tenancy is terminated as of March 31, 2026, the date the Tenant vacated the unit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 31, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$174.85. 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. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. 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

Jin Zhang
Member, Landlord and Tenant Board

Reid Jackson
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	\$1,700.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,700.00
Less the amount of the interest on the last month's rent deposit	- \$11.15
Total amount owing to the Landlord	\$174.85