



**Order under Section 87 / 88.1
Residential Tenancies Act, 2006**

Citation: SU v CHEN, 2026 ONLTB 49905

Date: 2026-06-30

File Number: LTB-L-096430-24 & LTB-T-098034-23

In the matter of: 679 LAUDERDALE AVE
LONDON ON N5X1N2

Between: MANSU SU Landlord

And

YIMING YUAN Former Tenant

MANSU SU (the 'Landlord') applied for an order requiring YIMING YUAN (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes. (LTB-L-096430-24)

The Landlord applied for an order requiring YIMING YUAN (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest. (LTB-L-096430-24)

The Former Tenant applied for an order determining that the Landlord failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards. (LTB-T-098034-23)

This application was heard by videoconference on June 23, 2026.

The Landlord, the Tenant's Witness, Xingtian Chen ("Mr. Chen"), the Former Tenant's Support Person for Translation, Monica Huang, and the Former Tenant attended the hearing.

Mr. Chen was the custodian for the Former Tenant, who was a minor at the time of this tenancy. He was originally listed in the Landlord's application as a tenant party, but the Landlord requested to amend the application to remove Mr. Chen as a tenant. Mr. Chen and the Former Tenant confirmed that Mr. Chen was never actually a tenant of the rental unit and the Former Tenant is no longer on a minor. On that basis the application was amended to remove Mr. Chen as a party.

Determinations:

LTB-L-096430-24

1. As explained below, the Landlord proved the allegations related to non-payment of rent contained in the application on a balance of probabilities. Therefore, the Former Tenant will pay to the Landlord \$6,861.92 on or before July 11, 2026.
2. The Former Tenant was in attendance at the hearing. Therefore, I am satisfied in accordance with section 191(2) of the Act that the contents of the notice of hearing and application came to the attention of the Former Tenant and therefore are deemed to be properly given.
3. The Former Tenant informed the Landlord that they vacated the rental unit on December 1, 2023 by text message from Mr. Chen. While Mr. Chen testified that there had been discussions regarding the Former Tenant moving out of the rental unit before that date, it was acknowledged that the Former Tenant and Mr. Chen never gave the Landlord notice prior to December 1, 2023 in writing that the Former Tenant would move out on any particular date.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
5. The lawful rent was \$850.00. It was due on the 1st day of each month.
6. The Former Tenant has not made any payments since the application was filed.
7. The Former Tenant is no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. The tenancy was a fixed term agreement which ended on August 31, 2024. In accordance with section 88 of the Act, if a tenant vacates without having given notice permitted by the Act, arrears of rent are owing for the period that ends on the first termination date for which a notice of termination could have validly been served. Under section 44(4) of the Act, the earliest date to terminate a fixed term tenancy is the expiration date of that fixed term.
8. Therefore, subject to the Landlord's obligations to minimize their losses in accordance with section 16 of the Act, the Former Tenant's obligation to pay rent ended on August 31, 2024.
9. The Landlord has an obligation to take reasonable steps to minimize their losses. As the Former Tenant had not given a fixed date they would vacate the rental unit prior to confirming they had left the rental unit on December 1, 2023, I find the Landlord's obligations in this regard start on this date.
10. The Landlord testified that after receiving this text on December 1, 2023 they listed the property for rent on Kijiji, and after it wasn't rented in December also listed it on Zumper starting in January, 2024. The Landlord provided a screenshot of their e-mail notifications from Kijiji as to communications with parties in regard to the Kijiji advertisements. While the majority of these start in March, 2024, they do include a message on December 15, 2023. I

am satisfied based on these messages that the Landlord did list the rental unit on Kijiji in December, 2023 and throughout the period the room was not rented. I note the Landlord also provided a copy of an e-mail response from Kijiji sent in September 2024 asking about accessing older advertisements to state that they do not keep deleted or expired advertisements for more than 60 days as an explanation as to why the actual advertisement copies were not provided.

11. The Landlord also provided several text conversations with potential tenants, which the Landlord testified were all unsuccessful in resulting in tenancies.
12. The Landlord testified they were unable to successfully rent the room in question until July, 2024 when they entered into a lease with a party commencing in September, 2024. The Landlord provided a copy of the lease for this new tenancy, the term of which is listed as commencing September 1, 2024. The Landlord did testify they rented another room in the home starting in May, 2024, but that the party renting that room chose it as it was a smaller room that was cheaper than the room in question.
13. The Former Tenant challenged that the Landlord took adequate efforts to minimize their losses as:
 - a. The Former Tenant had posted Kijiji advertisements and sent the Landlord several candidates for a sub-lease prior to leaving the rental unit; and
 - b. The Former Tenant believed the Landlord's requirements of potential new tenants were unreasonable.
14. As noted above, given that the Former Tenant did not provide the Landlord with a date on which they were moving, and as no application was commenced in relation to the refusal of a sublet, the actions of the Landlord in relation to potential sublets are not particularly relevant. However, by way of example as to why the Former Tenant believed the Landlord was acting unreasonably in their requirements of new tenants, the Tenant pointed me to an e-mail exchange in which a potential tenant was asked for proof of permanent residency in Canada, proof of employment, and a request about information showing they were waiting to get into the military (as the potential tenant had mentioned this in their e-mail to the Landlord). I do not find this to be indicative of unreasonable requirements – the requests seem to logically tie into a Landlord vetting a party for income, and that they are a party likely to remain in residence in the rental unit.
15. The Former Tenant also asserted that the Landlord was having difficulty in renting the unit as they were restricting what ethnicities they would rent to. The proof of this provided was a text exchange between Mr. Chen and the Landlord in August of 2023. After reviewing this exchange, I find that a plain reading of the message does not imply that the Landlord was restricting who they were renting to. I do not find there is evidence sufficient for me to conclude that the Landlord was restricting who they would rent to based on ethnicity or that the Landlord was otherwise acting unreasonably in their vetting of potential tenants.
16. The rent arrears and daily compensation owing to August 31, 2024 are \$7,650.00.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs

18. The Landlord also claimed compensation for the Former Tenant substantially interfering with their reasonable enjoyment of the residential complex or interfering with their lawful rights, privileges or interests. However, the substance of what the Landlord was actually claiming for was lost time from work, stress and general compensation for having to deal with this claim and the related claim filed by the Former Tenant. These are not costs that can be recovered as out of pocket expenses related to substantial interference by the Former Tenant in the course of the tenancy. Therefore, this claim is dismissed and nothing will be awarded in regard to it.
19. The Landlord collected a rent deposit of \$950.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay. Interest on the rent deposit, in the amount of \$24.08 is therefore owing to the Former Tenant for the period from August 27, 2023 to August 31, 2024.
20. While the Landlord wished to amend the claim to reflect no rent deposit remains as it is applied to the last month of the tenancy, the deposit is deemed to be held and applied by virtue of this order, and so amending the application to remove it would be inappropriate.

LTB-T-098034-23

21. The Former Tenant's application is dismissed for the reasons outlined below.
22. The Former Tenant applied for an order determining that the Landlord failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards. The 4 claims asserted were that:
 - a. The Former Tenant was a minor and the Landlord promised assistance and care to him during the agreement, but was outside of Canada and not nearby during the tenancy;
 - b. Between October 8 and 11, 2023 the temperature in the home dropped to 7 degrees Celsius as it was cold outside, but the Former Tenant did not know how to turn on the heat and the Landlord did not make time to walk the Former Tenant through the process to do so;
 - c. The Landlord failed to provide adequate cleaning services as the Former Tenant asserts they were required to do; and
 - d. There were a series of maintenance issues related to internet, air conditioning and the refrigerator in the first few weeks of the tenancy.
23. The claim under paragraph 22.a. cannot constitute a breach of the Landlord's maintenance obligations. There is no obligation of a Landlord to live and be present nearby a rental unit under the Act, and there was no specific lease provision in this regard. Further, not doing so would not be properly characterised as a breach of maintenance obligations even if there was such an obligation.

24. The claim under paragraph 22.d. was not sufficiently particularized with dates and details to expect the Landlord to be able to respond and defend against it and therefore could not proceed.
25. Evidence was taken in regard to the heating in the unit from October 8 to 11, 2023. There was no issue with the functioning of the heating system. The Former Tenant's position was that turning it on was so complicated as an older system that there was an expectation that the Landlord would immediately make time to walk the Former Tenant through how to do so. When Mr. Chen was asked whether he had attended the unit to attempt to operate the system, Mr. Chen acknowledged he was not made aware of this issue until after the heat was on. It was determined after some questioning that all that was required to be done was that the temperature be set and switch turned to heat on the thermostat.
26. This is the usual and normal operation of a thermostat. If parties are sending a minor child to live on their own, they have some responsibility for ensuring that that minor is equipped with knowledge or resources to live independently, or a party to contact for help with items they may not have knowledge of. While the normal and usual operation of a thermostat may not have been in the knowledge of a minor, that does not impose additional obligations on the Landlord, and there was no failure of maintenance in this instance.
27. Evidence was received on whether there was any obligation of the Landlord to provide cleaning services under the lease. The Former Tenant pointed to a standard clause in the lease referring to the Landlord's normal obligations under section 20 of the Act, and a text message translated by Weixin that starts "It is possible that this sentence has ambiguity." In support of their position that the Landlord was required to provide cleaning services under the tenancy agreement.
28. The language in the lease does not impose any obligations to provide cleaning services for the rental unit.
29. Mr. Chen acknowledged that the language in the text message was an auto-generated sentence from the translation program indicating there were multiple possible meanings that could be translated. The text message itself was not clear to establish the Landlord had an obligation to provide cleaning services in any event. Even if it were, given that auto-generated disclaimer, I find that I cannot find this text message is sufficiently reliable to accept this as evidence that the Landlord has an obligation to provide cleaning services under the lease.
30. I find instead that the best evidence I have of the agreement between the parties is in fact the written lease presented, and that its terms do not require cleaning services to be provided.
31. For the reasons above, the Former Tenant's application is dismissed.

It is ordered that:

1. The Former Tenant's application is dismissed.
2. The Former Tenant shall pay to the Landlord \$7,650.00, which represents rent and compensation owing up to August 31, 2024.

3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$974.08 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
5. The total amount the Former Tenant owes the Landlord is \$6,861.92*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before July 11, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from July 12, 2026 at 4.00% annually on the balance outstanding.

June 30, 2026
Date Issued

Benjamin Seigel
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.

* Refer to the attached Summary of Calculations.

**Schedule 1
SUMMARY OF CALCULATIONS**

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To August 31, 2024	\$7,650.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$950.00
Less the amount of the interest on the last month's rent deposit	- \$24.08
Total amount owing to the Landlord	\$6,861.92