



**Order under Section 87(1)  
Residential Tenancies Act, 2006**

**Citation:** 1000067292 ONTARIO INC. v LEE, 2023 ONLTB 31020

**Date:** 2023-04-18

**File Number:** LTB-L-062263-22

**In the matter of:** 1, 1986 KING STREET EAST  
HAMILTON ONTARIO L8K1W3

**Between:** 1000067292 ONTARIO INC. Landlord

**And**

YEUNGYUNG LEE Tenant

1000067292 ONTARIO INC. (the 'Landlord') applied for an order requiring YEUNGYUNG LEE (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on March 28, 2023. The Landlord's representative, Maria Vonic, and the Tenant attended the hearing.

**Determinations:**

1. Both parties agreed that the Tenant vacated the rental unit on August 28, 2022. The Tenant was in possession of the rental unit on the date the application was filed on August 5, 2022.
2. Both parties agreed that the Tenant has rent arrears of \$1,931.37 for the period of July 1, 2023 to August 31, 2023. The Landlord's representative submitted that rent arrears are also owed for the period of September 1, 2022 to October 31, 2022.
3. Both parties agreed that the lawful rent was \$1,729.59, and that it was due on the 1st day of each month. Both parties also agreed that the period of the tenancy was for a fixed term for a year from April 30, 2022 to April 30, 2023. The Landlord submitted the fixed term lease as evidence.
4. Both parties agreed that the Tenant did not make any rent payments since the application was filed.
5. Both parties agreed that on June 17, 2022 the Tenant provided the Landlord with an N9 Tenant's Notice to end the tenancy on August 28, 2022. The Tenant testified that she wanted to terminate the tenancy as a result of the death of her brother, and understood that she had to provide the Landlord with 60 days notification, but at the time of her N9 Notice, she did not realize that the termination date had to be the last day of her fixed term lease.
6. The Landlord's representative submitted that the Landlord did not agree with the tenancy termination date of August 28, 2022, as requested by the Tenant, noting that the Tenant did not give proper notice to terminate the tenancy at the end of the term – in this case

April 30, 2023. The representative submitted further that the Landlord actively started marketing the unit when the Tenant vacated on August 28, 2022, to include numerous advertisements and several showings; however, the Landlord was unable to re-rent the unit until November 1, 2022. The representative noted that it is normal for these units to require a period of 30 to 60 days to be re-rented under these circumstances. The Landlord's representative stated that the Landlord is seeking arrears to October 31, 2022.

7. On the basis of the evidence provided, I am satisfied that the termination date in the Tenant's N9 Notice was not the last day, expiration date, of the fixed term tenancy as required pursuant to s. 44(4) and s. 47 of the *Residential Tenancies Act, 2006* (the 'Act'). I am also satisfied that the Landlord did not agree to a tenancy termination date of August 28, 2022; however, the Tenant vacated the unit on that date. I therefore find that the Tenant vacated the rental unit after giving notice that was not in accordance with the Act, and pursuant to s. 88(1)1 could be liable for arrears of rent to April 30, 2023.
8. On the basis of the evidence provided, I am satisfied that when the Tenant vacated the unit the Landlord took reasonable steps to actively re-rent the unit as quick as possible to minimize the Landlord's losses, pursuant to s. 16 and s. 88(4) of the Act. I accept that, despite these efforts, the Landlord was not able to re-rent the unit until November 1, 2022. I therefore find, pursuant to s. 88(3)2 of the Act, that the Tenant's obligation to pay rent ends on the date the new tenant occupied the rental. Accordingly, the Tenant is obligated to pay rent to October 31, 2022.
9. The rent arrears owing to October 31, 2022 are **\$5,390.55**. This includes arrears of \$1,931.37 from July 1, 2022 to August 31, 2022, plus arrears of \$3,459.18 for the period of September 1, 2022 to October 31, 2022.
10. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,695.00 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 is terminated.
12. Interest on the rent deposit, in the amount of \$10.31 is owing to the Tenant for the period April 30, 2022 to October 31, 2022.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$3,886.24. This amount includes rent arrears owing up to October 31, 2022 and the \$201.00 cost of the application, less the rent deposit and the interest on that deposit.
2. If the Tenant does not pay the Landlord the full amount owing on or before April 29, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 30, 2023 at 6.00% annually on the balance outstanding.

**April 18, 2023**

**Date Issued**

\_\_\_\_\_  
**Frank Ebner**

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.

2023 ONLTB 31020 (CanLII)