



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sun v Fortier, 2025 ONLTB 50148

Date: 2025-07-03

File Number: LTB-L-042888-24

In the matter of: 243, 364 THE EAST MALL
ETOBICOKE ON M9B6C5

Between: Haijun Sun
Yan Yan

And

Christipher Fortier
Shubhayan Kabir

I hereby certify this is a
true copy of an Order dated

JUL 03, 2025

Landlord and Tenant Board

Landlords

Tenants

Haijun Sun and Yan Yan (the 'Landlords') applied for an order to terminate the tenancy and evict Christipher Fortier and Shubhayan Kabir (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 26, 2025.

The Landlord, Haijun Sun, the Landlords' Legal Representative, Rong Wei Yu, and the Tenant, Christipher Fortier ("CF"), attended the hearing.

Determinations:

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. There is no dispute that the Tenants vacated the rental unit. The issue before the Board is when the Tenants vacated the rental unit. The Landlords takes the position that the Tenants vacated the rental unit on July 31, 2024 and should be responsible for arrears up to that date. The Tenants take the position that the Tenants moved out of the rental unit on July 1, 2024.
4. The Landlords submitted that the Tenants returned keys to the rental unit on July 31, 2024. The Landlords were informed by Jeff, an employee at the Rental Housing Enforcement Unit (RHEU), that the Tenants returned keys to security in the building and the Landlords retrieved the keys from security the same day on July 31, 2024.
5. CF testified that the Tenants gave the Landlords notice in May 2024 to vacate on July 1, 2024. CF testified that he left a copy of the unit's key at the Landlords' home on June 1,

2024 as the Landlords claimed to not have a copy of the key after the lock was changed in February 2024.

6. CF testified that security refused to accept the keys when the Tenants moved out and there was no communication with the Landlords after an aggressive encounter with the Landlord in May 2024. CF testified he received an email from Jeff sometime in July 2024 and went back to the rental property a month later to return the keys which was accepted by security.
7. CF submitted that the Tenants signed a lease for another rental unit and the lease commenced July 1, 2024.
8. There is no dispute the Tenants did not return all the keys/garage remote/FOB to the Landlords on July 1, 2024. Even if I accept the Tenants' evidence as true and security did not accept the items, there was no agreement between the parties for the Tenants to leave the items with security nor was there evidence before the Board that security had authorization to accept keys on behalf of the Landlords.
9. I see no reason why the Tenants did not inform the Landlords they were moving out and inquired how the Landlords wanted the items back. Even if the Tenants felt uncomfortable in communicating with the Landlords, the Tenants could have mailed or couriered the items back to the Landlords. It was CF's testimony that he dropped off a key at the Landlords' home the month before so the Tenants were aware of the Landlords' address.
10. Furthermore, CF acknowledged that Jeff contacted him sometime in July 2024 with regards to the rental unit. Even with that knowledge, CF only went back a month later to return the items. I find this to be unreasonable. Even if the Tenants moved an hour away, it would be, in my view, reasonable for the Tenants to return the items immediately after receiving Jeff's correspondence. The Tenants did not do so. As such and based on the evidence before the Board, I find that the Tenants were in possession of the rental unit until they returned the keys to the rental unit on July 31, 2024. Rent arrears are calculated up to this date.
11. The lawful rent is \$3,250.00. It was due on the 1st day of each month.
12. The Tenants have not made any payments since the application was filed.
13. The rent arrears owing to July 31, 2024 are \$9,750.00.
14. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlords collected a rent deposit of \$3,250.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit is applied to the arrears of rent because the tenancy terminated.
16. Interest on the rent deposit, in the amount of \$139.79 is owing to the Tenants for the period from November 12, 2022 to July 31, 2024.

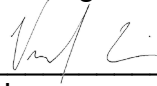
It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated as of July 31, 2024, the date the Tenants moved out of the rental unit.

2. The Tenants shall pay to the Landlords \$6,546.21. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlords owe on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlords the full amount owing on or before July 14, 2025, the Tenants will start to owe interest. This will be simple interest calculated from July 15, 2025 at 4.00% annually on the balance outstanding.

July 3, 2025

Date Issued



Vicky Liu

Member, Landlord and Tenant Board

15 Grosvenor St, 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 Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$9,750.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$3,250.00
Less the amount of the interest on the last month's rent deposit	- \$139.79
Less the amount the Landlords owe the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total amount owing to the Landlords	\$6,546.21