



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

File Number: LTB-L-085294-25

In the matter of: 1807, 2600 DON MILLS RD
NORTH YORK ON M2J3B4

Between: Hunters Lodge Apts. Inc. Landlord

And

Saduddin Barat Tenants
Hasamuddin Barat
Najiba Barat
Rahima Barat

Hunters Lodge Apts. Inc. (the 'Landlord') applied for an order requiring Saduddin Barat, Hasamuddin Barat, Najiba Barat and Rahima Barat (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on December 22, 2025.

Only the Landlord's representative, Howard Levenson, and the Landlord's agent, Claudette Roy, attended the hearing.

As of 1:30 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Tenants vacated the rental unit on November 1, 2025. The Tenants were in possession of the rental unit on the date the application was filed.
2. The Tenants did not pay the total rent they were required to pay for the period from October 1, 2025 to December 31, 2025.
3. The lawful rent is \$2,687.41. It is due on the 1st day of each month.
4. The Tenants have not made any payments since the application was filed.

5. The Tenants are 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. Therefore, the Tenants' obligation to pay rent ends on December 31, 2025.

6. **Section 88(1) of the Residential Tenancies Act, 2006, states:**

88 (1) If a Tenants abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the Tenants shall be made in accordance with the following rules:

1. **If the Tenants vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.**

[Emphasis Added]

7. The Landlord adduced evidence at the hearing that the Tenants sent them an email on October 4, 2025, stating they would be vacating on November 1, 2025. However, the Tenants ought to have provided at least a 60 notice and it must have been on the last day of the rental period. I find that since rent is due the 1st of the month, the 60 day notice period and last of the rental period would have fallen on December 31, 2025.
8. The rent arrears and daily compensation owing to December 31, 2025 are \$8,062.23.
9. The Landlord collected a rent deposit of \$2,621.87 from the Tenants 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.
10. Interest on the rent deposit, in the amount of \$65.55 is owing to the Tenants for the period from January 1, 2025 to December 31, 2025.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay to the Landlord \$5,560.81. This amount includes rent arrears owing up to December 31, 2025 and the cost of the application minus the rent deposit and interest owing.
2. If the Tenants do not pay the Landlord the full amount owing on or before January 17, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Vishal Nanda
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.