



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-071176-24

In the matter of: 202, 267 Butler
Lucan ON N0M2J0

Between: Miami Developments Landlord

And

Chad Smith Former Tenant

Miami Developments (the 'Landlord') applied for an order requiring Chad Smith (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on December 18, 2025 at 09:00 am.

The Landlord Agent Ildi Damjanschitz, the Former Tenant and the Former Tenant Support Sara Smith attended the hearing.

Preliminary issues:

1. At the outset of the hearing the Former Tenant Support requested an adjournment to seek and obtain legal counsel.
2. This was opposed by the Landlord Agent as the matter had been previously adjourned for the same reason and the Former Tenant had just spoken with Tenant Duty Counsel.
3. Based on the above submissions and having reviewed the procedural history, I was satisfied the matter had been previously adjourned for the same reason and therefore denied the request.

Determinations:

4. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
5. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.

6. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
7. These documents were served on November 18, 2025, by email.
8. The Former Tenant vacated the rental unit on April 30, 2024.
9. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

8. The lawful rent was \$2,160.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$71.01. This amount is calculated as follows: \$2,160.00 x 12, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. It was the Landlord Agents submission that the tenancy was for a fixed term, supported by the lease entered in evidence, commencing September 1, 2023 and ending August 31, 2024. It was also their uncontested submission that the Former Tenant failed to provide proper notice according to subsection 44(2) of the Residential Tenancies Act, 2006 (the "Act"), by sending an email on April 16, 2024, prior to vacating on April 30, 2024.
12. They then submitted that, pursuant to subsection 16 of the Act, they were unable to mitigate loss due to a surplus of vacant units. They supported this with screenshots of advertisements entered in evidence along with notices of interest from various rental platforms.
13. Based on the above it was their submission that the Landlord applied the last months rent to August 2024 and was seeking the rent owing for the periods of May 1, 2024, to July 31, 2024, as they were unable to re rent the unit until September 1, 2024, totalling \$6,480.00
14. In response the Former Tenant opposed the Landlord Agents submissions regarding their attempts to mitigate loss, submitting the screenshots did not specify their unit, and that the advertisements were the same as those posted regularly. They also attempted to raise issues not properly disclosed or before me which I denied.
15. They then testified that should I determine they owed the amount claimed they would require a payment plan that would take 16 to 21 months owing to their limited income.
16. The Landlord Agent opposed any plan that exceed a year.
17. Based on the above testimony I am satisfied that 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.
18. Furthermore, based on the above, the Former Tenant's obligation to pay rent ended on August 31, 2024. However, in accordance with subsection 88(1) of the Act, the earliest the

Former Tenant's could have given notice would have been April 30, 2024, thereby ending the tenancy on June 30, 2024. This then raises the issue of mitigation.

19. Having considered the Landlord's evidence and submissions, I am satisfied they attempted to mitigate their losses pursuant to subsection 16 of the Act, accordingly, the rent arrears and daily compensation owing to August 31, 2024, are \$6,480.00.
20. That said I am satisfied that the Landlord would not be prejudiced by the payment plan proposed by the Former Tenants and will be granting it as requested owing to their personal circumstances.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Rent Deposit

15. The rent deposit was applied to August 31, 2024, rent.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$6,480.00 which represents rent and compensation owing up to August 31, 2024.
2. The Former Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$6,666.00
4. The former Tenant shall pay the amount owing at paragraph 3 according to the following schedule.
 - a. Commencing February 1, 2026, and on or before the first day of each month until December 1, 2027 -\$300.00; and;
 - b. On or before January 1, 2028 -\$66.00.
5. Should the former Tenant fail to make any of the payments at paragraph 4, the outstanding balance shall immediately become due, and they shall incur interest. This will be simple interest calculated at 4.00 % annually.

January 7, 2026
Date Issued

Kelly Delaney
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.