



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

File Number: LTB-L-083741-25

In the matter of: 316, 2441 FINCH AVE W
Toronto ON M9M2E8

Between: Finch Main Gardens (West) Limited Landlord

And

Miguel Abreu Hernandez Tenant
Sonia Mercedes Tejada Gil

Finch Main Gardens (West) Limited (the 'Landlord') applied for an order requiring Miguel Abreu Hernandez and Sonia Mercedes Tejada Gil (the 'Tenant') to pay the rent that the Tenant owes.

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

Only the Landlord's Legal Representative, Samuel Korman attended the hearing.

As of 10:12 a.m., the Tenant was 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 Tenant vacated the rental unit on October 30, 2025. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Tenant did not pay the total rent they were required to pay for the period from October 1, 2025 to November 30, 2025.
3. The lawful rent is \$1,502.18. It is due on the 1st day of each month.
4. The Tenant has not made any payments since the application was filed.
5. The Landlord's Legal Representative submits that on September 30, 2025, the Tenant served the Landlord with notice that they would be vacating on October 30, 2025. The Landlord advised the Tenant that as the tenancy was a month-to-month tenancy and the Tenant did not provide 60 days' notice as required under the Act, that the Tenant shall be held liable for the rent owing up to November 30, 2025.
6. Sections 47 and 44(2) of the *Residential Tenancies Act, 2006* (the 'Act') state that:

47 A tenant may terminate a tenancy at the end of a period of the tenancy or the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44.

44 (2) A notice under section 47, 58 or 144 to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period.

7. Section 88(1) of the Act states:

If a tenant 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 tenant shall be made in accordance with the following rules:

1. If the tenant 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.
8. Based on the evidence before me, I was not satisfied that the Former Tenants gave 60 days notice as required by the Act.
9. Application of section 88(1) para. 1 suggests that the Former Tenants may owe rent up to November 30, 2025, as that is the earliest termination date that the Former Tenants could have properly specified on the notice of termination.
10. However, subsection 88 (3) of the Act provides that in determining the amount of rent owing, I must consider whether the Landlords re-rented the unit, and subsection 88 (4) of the Act provides that I must give consideration to whether the Landlords took reasonable steps to minimize their losses in accordance with section 16 of the Act.
11. Section 16 of the Act requires that a party who is going to be harmed by the actions of another must take steps to minimize the harm caused to them. In this case, the Landlords had a duty to mitigate their vacancy loss by taking reasonable steps to rent the unit on or after October 30, 2025, when they found out that the Former Tenants had vacated without giving notice.
12. The Landlord's Legal Representative submits that the Landlord was able to re-rent the unit effective December 1, 2025 and sought the arrears to November 30, 2025. I was satisfied based on the uncontested evidence before me that the Landlord took reasonable steps to mitigate their losses.
13. The 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. Therefore, the Tenant's obligation to pay rent ends on November 30, 2025.
14. The rent arrears and daily compensation owing to November 30, 2025 are \$2,946.75.

15. The Landlord collected a rent deposit of \$1,502.18 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.
16. Interest on the rent deposit, in the amount of \$34.36 is owing to the Tenant for the period from January 1, 2025 to November 30, 2025.
17. 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 Tenant shall pay to the Landlord \$1,596.21. This amount includes rent arrears owing up to November 30, 2025 and the cost of the application minus the rent deposit and interest owing.
2. If the Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Christopher Lin
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.