



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

File Number: LTB-L-086703-25

In the matter of: B1, 248 Guigues Ave
Ottawa ON K1N5J2

Between: Mario Falsetto Landlord

And

Pasquale Esposito Tenants
Carmelisa Esposito

Mario Falsetto (the 'Landlord') applied for an order requiring Pasquale Esposito and Carmelisa Esposito (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on January 5, 2026.

Only the Landlord and the Landlord's Agent, Claudio Falsetto, attended the hearing.

As of 2:38 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 30, 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 29, 2021, to November 30, 2025.
3. The lawful rent is \$1,295.00. 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.
6. The Landlord's Agent testified that he received a call on October 5, 2025, from one of the Tenants who said that they were vacating the rental unit as of October 31, 2025 and that the Tenants were not going to pay the rent that was owing. The Landlord's Agent testified that he informed the Tenants they were required to give 60 days notice, and the Tenants said no and proceeded to vacate the rental unit by October 31, 2025.

7. Pursuant to section 88(1) of the *Residential Tenancies Act*, 2006 (the 'Act'), if a tenant abandons or vacates a rental unit without giving proper notice in accordance with the Act, the tenant is liable for the rent for the period of notice he or she could have given to the landlord to properly terminate the tenancy.
8. Here, the Tenants were on a month-to-month lease. As such, the Tenants were required to provide 60 days' notice before the termination to be effective on the last day of a rental period per section 44(2) of the Act.
9. Based on the uncontested evidence before me, I am satisfied that the earliest the Tenants could have terminated the lease would have been December 31, 2025, which is the last day of a rental period that is at least 60 days from October 5, 2025.
10. However, the Landlord's Agent testified that the Landlord was holding a last month's rent deposit and was willing to apply it towards November's rent and was only seeking the rent owing to November 30, 2025.
11. The rent arrears and daily compensation owing to November 30, 2025, is \$4,972.00.
12. The Landlord collected a rent deposit of \$1,295.00 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.
13. Interest on the rent deposit, in the amount of \$115.33 is owing to the Tenants for the period from November 1, 2021, to November 30, 2025.
14. 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 \$3,747.67. 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 Tenants do not pay the Landlord the full amount owing on or before January 24, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 25, 2026, at 4.00% annually on the balance outstanding.

January 13, 2026
Date Issued

Nicole Pedron
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.