



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-062966-25

In the matter of: 340 CONCORDIA COURT
OSHAWA ON L1G8C3

Between: Cristal Rennie
Phoenix Miller
Tenants

And

Garry Baronian
Landlord

Cristal Rennie and Phoenix Miller (the 'Tenants') applied for an order determining that Garry Baronian (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 7, 2026.

Only the Tenants attended the hearing.

As of 9:40 a.m., the Landlord 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 reschedule the hearing. As a result, the hearing proceeded with only the Tenants' evidence.

Determinations:

1. This application is about the Tenants claim for \$1200.00 which they allege is their last month's rent, and which the Landlord did not use for the Tenants' last month's rent. The Landlord also did not return the deposit to them. The Tenants say this amount should have been attributed to their June 2025 rent.
2. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
3. 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.

Did either party give notice to terminate the tenancy?

4. 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 her or she could have given to the landlord to properly terminate the tenancy.

5. Here, the Tenants were in a monthly tenancy. Section 44(2) of the Act provides that to terminate a monthly tenancy the tenant shall give 60 days notice before the termination to be effective and that date shall be on the last day of a rental period.
6. The Tenants left the rental premises by June 24, 2025 (one of the Tenants left on June 23 and the second on June 24). They testified that they did not provide any written notice to terminate the tenancy to the Landlord. They take the position that the Landlord asked them to leave the unit, and based on that, they left. The second named Tenant testified that he was aware that tenants are required to give 60 days written notice to end a monthly tenancy but said that based on his conversation by text with the Landlord, he felt they could leave without notice. If they have given proper notice to leave by the end of June, they would have had to provide notice by May 1, 2025.
7. The Tenants referred to the text message conversations they had with the Landlord which they filed in the portal to support their position that they were asked by the Landlord to leave. They feel the text message exchange provides a sufficient basis for them not to have to have provided notice pursuant to the Act.
8. The Tenants indicated they were unaware as to whether the Landlord had re-rented the premises.
9. The Landlord was not present to address the issue of providing the Tenants with notice to leave. However, the Board referred to the text message exchange as directed by the Tenants. The exchange clearly indicates that the Landlord did not ask the Tenants to leave. Referring to DOC-6408450 the Landlord's text says: "I never asked him to leave for your information. He's (the second named Tenant) the one that said he's leaving." Later in the text message exchange, the Landlord says "...I never told you to leave that day, and he (the second names Tenant) was already packed and he left and said you were following so that's on you guys". (DOC-6408539)
10. There was no lawful notice of termination given by the landlord in accordance with the terms of the Act, which requires the notice to be written and to set out the reasons and details respecting the termination and to inform the tenant that:
 - (a) if the tenant vacates the rental unit in accordance with the notice, the tenancy terminates on the date set out in clause (1) (b);
 - (b) if the tenant does not vacate the rental unit, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant; and
 - (c) if the landlord applies for an order, the tenant is entitled to dispute the application. 2006, c. 17, s. 43 (2).
11. I am not satisfied that the Tenants provided proper notice to terminate their monthly lease, by their own admission, and I am further not satisfied that the Landlord provided proper notice to terminate the tenancy. The Tenants left by the end of June, no notice was provided, and based on that, they are not entitled to the return of the \$1200.00, which is attributable to July 2025 rent.

12. For the above-noted reasons the Landlord did not illegally retain the Tenants' rent deposit and the Tenants' application is dismissed.

13. This order contains all of the reasons within it. No further reasons will be issued.

It is ordered that:

1. The Tenants' application is dismissed.

January 14, 2026

Date Issued

Stephanie Ball

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.