



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

Citation: Ryan v Joseph, 2026 ONLTB 5500

Date: 2026-01-22

File Number: LTB-L-006987-25

In the matter of: BSMT, 84 SIR JACOBS CRES
BRAMPTON ON L7A3T5

Between: Onika Ryan Landlord

And

Daniele Joseph Tenant

Onika Ryan (the 'Landlord') applied for an order requiring Daniele Joseph (the 'Tenant') to pay the rent that the Tenant owes. (L9 Application)

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex. (**L2 Application**)

This application was heard by videoconference on January 14, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

L2 Application

1. The Tenant vacated the rental unit on June 15, 2026. The Tenant was in possession of the rental unit on the date the application was filed.
2. As a result the L2 Application for eviction is moot and dismissed.

L9 Application

3. The Tenant did not pay the total rent they were required to pay for the period from January 1, 2025 to June 15, 2026.
4. The lawful rent is \$1,793.75. It is due on the 1st day of each month.

5. The Tenant has not made any payments since the application was filed.
6. 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.
7. Section 88 of the Residential Tenancies Act, 2006 the ('Act') states that:

If a tenant abandons or vacates the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96, or 145, as the case may be.

8. Section 47 of the Act states that:

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

9. Section 44(2) of the Act states that:

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.

10. In this case the Tenant took the majority of her belongings from the rental unit by mid-May but cannot recall the exact date. I cannot conclude that the Landlord knew or ought to have known that the Tenant had abandoned or vacated mid-May, because the Tenant retained the keys to the rental unit and she and her son continued to periodically access the unit. The Tenant's son accessed the unit after school, and on June 18, 2025 her son accessed the unit to use the washing machine and dryer for his clothing. Thereafter, the Tenant accessed the unit on July 4, 2025 and found a notice on the door that the Landlord was demanding she remove the remainder of her belongings. On August 1, 2025 the Landlord changed the locks. The parties were unable provide many specific dates.
11. The Tenant testified that she was upset with the altercation that had occurred between her and the Landlord's daughter and did not give up the keys or pickup or belongings and kept accessing the unit 100% out of spite, to maintain a little control over the situation.
12. I find that the exercise of continued control over the rental unit means the Tenant still had possession of the rental unit until at least July 4, 2025. Section 44(2) of the Act would then require the Tenant to give 60 days' notice from July 4, 2025 to the end of the period, which would be September 30, 2025.
13. Despite that, the Landlord is willing to agree to terminate the tenancy on June 15, 2025. The Tenant is only obligated to pay rent to the date the Landlord obtains another Tenant, however, in this case, the Landlord decided to leave the rental unit empty. The Landlord is required to take reasonable steps to minimize their losses according to section 88(4).

Given the choice to leave the unit empty and never have another tenant, I find there are no losses to the Landlord, and it would not be unfair to accept the Landlord's proposed termination date of June 15, 2025. That date is also to the Tenant's benefit.

14. Therefore, the Tenant's obligation to pay rent ends on June 15, 2025.
15. The rent arrears and daily compensation owing to June 15, 2026 are \$9,853.30.
16. The Landlord collected a rent deposit of \$1,750.00 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.
17. Interest on the rent deposit, in the amount of \$181.25 is owing to the Tenant for the period from September 1, 2020 to June 15, 2025.
18. 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 L2 Application is dismissed.
2. The Tenant shall pay to the Landlord \$8,146.28. This amount includes rent arrears owing up to June 15, 2026 and the cost of the application minus the rent deposit and interest owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before February 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 3, 2026 at 4.00% annually on the balance outstanding.

January 22, 2026
Date Issued

Julie Broderick
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.