



Order under Section 87 Residential Tenancies Act, 2006

Citation: Ghazala v Kaur, 2026 ONLTB 6568

Date: 2026-01-23

File Number: LTB-L-087420-24

In the matter of: MAIN, 39 MATTHEW HARRISON ST
BRAMPTON ON L6P3H3

Between: Ahmad Ghazala Landlord

And

Simarpreet Kaur Former Tenants
Varanpreet Kaur
Pushpa Pushpa
Prabhdeep Singh Sohal
Akashdeep Singh
Harshdeep Singh Dhanda

Ahmad Ghazala (the 'Landlord') applied for an order requiring Simarpreet Kaur, Varanpreet Kaur, Pushpa Pushpa, Prabhdeep Singh Sohal, Akashdeep Singh and Harshdeep Singh Dhanda (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on January 12, 2026. The Landlord's Agent, Dilbag Sandhu, Represented by Samantha Lee, and Former Tenant Simarpreet Kaur attended the hearing.

Determinations:

Preliminary Issue:

1. The Landlord seeks to amend their application to increase the claim from \$10,200.00 to \$12,307.00. The requested amendments seek to note that the Landlord held a last months' rent deposit, adjusted the rent owing to \$10,200.00 and seeks to be reimbursed for commission paid for realtor's costs.
2. The Former Tenants were served a copy of the amended application via e-mail on December 23, 2025.
3. I was satisfied that the amended application was served on the Former Tenants; therefore, there was no prejudice to the Former Tenants. Therefore, I granted the requested amendments. The Landlord's L10 application is amended to \$12,307.00.

Landlord's L10 Application

4. As explained below, the Landlord proved some the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay to the Landlord 10,386.00.
5. I am satisfied that the Landlord served the Former Tenants 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 December 23, 2025, by e-mail.
8. The Former Tenants have not made any payments since September 1, 2024.
9. The rent was \$3,400.00 due on the first day of each month.
10. In this case, the Former Tenants signed a fixed-term lease for one year on August 1, 2024. It is not clear to me whether the Former Tenants advised the Landlord of their intention to vacate as the parties disagree on this point. However, the Former Tenants vacated the rental unit on September 30, 2024.
11. As this was a fixed-term tenancy, s. 44(3) of the Act states that notice to terminate a tenancy shall be given at least 60 days before the termination is to be effective and that shall be on the last day of the yearly period on which the tenancy is based. Therefore, the earliest termination date the Former Tenants could have specified in a termination notice pursuant to the Act was July 31, 2025.
12. Pursuant to s. 88(1) of the *Residential Tenancies Act* ('the Act'), if a tenant abandons or vacates a rental unit without giving proper notice of termination in accordance with this Act and no agreement to terminate has been made with the Landlord, then a determination of arrears shall be made for the period that ends on the earliest termination date that could have specified in the notice. However, the Landlord must demonstrate that they have made efforts to re-rent the unit pursuant to s. 88(1)(4) of the Act.
13. The Landlord states there was a significant amount of clean up needed to the rental unit to prepare it for a new tenancy. However, the rental unit was re-listed with a realtor and in December, the Landlord was able to secure a new tenant effective January 1, 2025. The Landlord also lowered the rent in efforts to re-rent the property.
14. Based on the Landlord's testimony, I am satisfied, on a balance of probabilities, that the Landlord took reasonable steps to minimize the Former Tenants' losses as required under s. 16 of the Act. As the Landlord was able to re-rent the property effective January 1, 2025, the Former Tenants' obligation to pay rent ended on December 31, 2024.
15. The Former Tenant submits that she told the Landlord verbally that they intended to leave the rental unit because they felt the rental unit was not safe. For example, it did not have smoke detectors. She also submitted that the Landlord had not given the Former Tenants a copy of their lease, so they had a difficult time reaching the Landlord to express their concerns about safety.

16. Section 37(1) of the Act, states: “(1) A tenancy may be terminated only in accordance with this Act.”
17. Section 43(1) of the Act, states: “(1) Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall, (a) identify the rental unit for which the notice is given; (b) state the date on which the tenancy is to terminate; and (c) be signed by the person giving the notice, or the person’s agent.”
18. There was no dispute that the Former Tenants failed to give notice of termination pursuant to s.43(1) of the Act. Further, there was no evidence to support that the parties agreed to the termination.
19. Rather, I find the Former Tenants unilaterally terminated the tenancy. Although I understand the Former Tenants had concerns about getting a copy of the lease, the Former Tenants could have exercised their rights found in s. 12(4) of the Act. Further, the Former Tenants could have filed a tenant application for maintenance to address their safety concerns. What is not contemplated in the Act; however, is the Former Tenants unilaterally terminating the tenancy when they were obligated, under the terms of the lease, to pay the rent for one year.
20. Given this, I find that the Former Tenants are liable for the rent until December 31, 2024.
21. The Landlord also seeks reimbursement \$1,921.00 for out-of-pocket expenses paid to a realtor to re-list and find a new tenant for the property. However, I am of the view that this is an expense which is a part of the cost of doing business and should not be borne by the Former Tenants. Even if the Former Tenants had remained for the full year, the Landlord would still have incurred this expense if they choose to engage realtors to assist in finding tenants. No order shall issue for the Landlord’s out-of-pocket expenses.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$10,200.00, which represents rent owing from October 1 to December 31, 2024.
2. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenants owe the Landlord is \$10,386.00.
4. If the Former Tenants do not pay the Landlord the full amount owing on or before February 3, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from February 4, 2026 at 4.00% annually on the balance outstanding.

January 23, 2026
Date Issued

Jane Dean
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.