



**Order under Section 87  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-015247-25

**In the matter of:** 1, 68 FIFTEENTH ST  
ETOBICOKE ON M8V3J6

**Between:** 68 STREET LTD. Landlord

**And**

DANIEL MEKBIB BERNAHU Former Tenant

68 STREET LTD. (the 'Landlord') applied for an order requiring DANIEL MEKBIB BERNAHU (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on September 17, 2025.

Only the Landlord's legal representative, Heather Butt, and the Landlord's agent Kan Vivek, attended the hearing.

As of 12:01 PM, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence

**Determinations:**

Preliminary Issue – Landlord's amended application

1. On August 27, 2025, the Landlord submitted a request to amend their L10 application. On their originally filed L10 application the Landlord sought \$6,461.00 in rent arrears and daily compensation for the rental periods of December 1, 2024, through to February 28, 2025. The Landlord's amendment request seeks \$10,375.00 in rent arrears and daily compensation for the rental periods of December 1, 2024, through to April 30, 2025.
2. The Landlord's legal representative submitted that the Landlord's amendment request was made because the Landlord was not able to re-rent the unit until May 1, 2025.
3. The Landlord's amended application and evidence package was served to the Former Tenant on August 27, 2025, by email to damielmekbib6@yahoo.com. The lease agreement between the parties was submitted by the Landlord and confirms that the Tenant consented to receiving notices and documents by that email address.

4. I am satisfied that the Landlord's amendment request meets the requirements of Rule 15.1 of the LTB's *Rules of Procedure* ('the *Rules*'). I am also satisfied that the amendment request was served in accordance with Rule 3.3 of the *Rules*. Accordingly, the Landlord's request to amend their application was granted.

L10 Application

5. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenant shall pay the Landlord \$8,339.07 by February 2, 2026.
6. I am satisfied that the Landlord served the Former Tenant 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*.
7. These documents were served on June 19, 2025, by email.
8. The Former Tenant vacated the rental unit on December 16, 2024.
9. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

*Rent and daily compensation owing*

8. The lawful rent was \$2,175.00. It was due on the 1st day of each month.
9. The Landlord's legal representative submitted that to mitigate the Landlord's losses after the Tenant vacated, the Landlord reduced the rent claimed in their L10 from January 1, 2025, to April 20, 2025 to \$2,050.00 per month because the Former Tenant was no longer utilizing parking.
10. Based on the Monthly rent, the daily rent/compensation is \$67.40. This amount is calculated as follows:  $\$2,050.00 \times 12$ , divided by 365 days.
11. The Former Tenant has not made any payments since the application was filed.
12. The lease agreement submitted by the Landlord indicates that the Former Tenant entered into a one-year fixed-term lease agreement commencing on July 1, 2024, and ending on June 30, 2025.
13. The Landlord submitted a copy of a written maintenance request from the Tenant received on November 16, 2024. In the request, the Former Tenant advised the Landlord that they would be vacating the unit.
14. The Landlord further submitted a copy of correspondence sent to the Former Tenant on November 24, 2024, advising the Former Tenant that they were not fulfilling their obligations under the lease agreement. The Landlord advised the Former Tenant that they will attempt to re-rent the unit and that the Former Tenant would be held responsible for all rent under the rental agreement until the Landlord was successful in doing so.

15. Correspondence from the Former Tenant to the Landlord on December 16, 2024, indicates that the Tenant vacated the rental unit on this date and returned the keys to the Landlord.

16. Section 47 of *the Residential Tenancies Act, 2006* (the 'Act') states:

**47** A tenant may terminate a tenancy at the end of a period of the tenancy or at 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.

17. Section 44(4) of the Act sets out the period of notice required for a fixed term and states the following:

**44(4)** A notice under section 47, 58 or 144 to terminate a tenancy for a fixed term shall be given at least 60 days before the **expiration date specified in the tenancy agreement, to be effective on that expiration date.**

[emphasis added]

18. As the Former Tenant's notice to vacate was not the expiration date of the one-year fixed term tenancy, the Former Tenant's notice was not lawful.

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

**88(1)** 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.

2. ....

20. The Former 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 Former Tenant's obligation to pay rent ended on the last day of the one-year term which was June 30, 2025.

21. However, pursuant to section 16 of the Act, the Landlord is required to mitigate their losses.

#### *Evidence of mitigation*

22. The Landlord's agent, Kan Vivek (K.V.), testified that he is Director of the Landlord corporation. K.V. stated it is the Landlord's standard procedure to advise tenants in writing

of their legal obligations when a tenant intends to provide notice of termination that is not in accordance with the Act.

23. K.V. testified that the Former Tenant's unit is a one-bedroom unit and that an advertisement to re-rent the unit was posted by the Landlord's leasing manager upon learning of the Tenant's intention to vacate.
24. The Landlord provided a copy of their advertisement for the rental unit which was specific for that unit and included photographs.
25. K.V. testified that between December 2024 and April 2025, the Landlord conducted approximately 16 showings for the unit. K.V. further stated that December and January are slow months for obtaining new tenants.
26. K.V. testified that the Landlord successfully obtained an applicant for the Former Tenant's unit and was then able to successfully re-rent the Former Tenant's unit for May 1, 2025.
27. The Landlord submitted a copy of the lease agreement with the new tenant obtained for the Former Tenant's unit which confirmed the unit was re-rented for May 1, 2025.
28. Based on the testimony and evidence before me, I am satisfied that the Landlord took reasonable efforts to mitigate their losses. It is not unusual that the Landlord would experience a shortage of applicants for vacant units in December and January. Considering that the Landlord immediately posted a specific advertisement for the rental unit, conducted showings, and then would need time to screen potential applicants I find that a 4-month delay in re-renting the unit was reasonable.
29. The Landlord further mitigated their losses by removing the Tenant's parking charge that was included in their lawful rent.
30. Therefore, I find that the Tenant was responsible for rent arrears and daily compensation to April 30, 2025, which are \$10,375.00.
31. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

#### *Rent Deposit*

15. The Landlord collected a rent deposit of \$2,175.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
16. Interest on the rent deposit, in the amount of \$46.93 is owing to the Former Tenant for the period from June 20, 2024, to April 30, 2025.

#### **It is ordered that:**

1. The Former Tenant shall pay to the Landlord \$10,375.00, which represents rent and compensation owing up to April 30, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

3. The Landlord owes \$2,221.93 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$8,339.07\*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before February 2, 2026, the Former 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**

---

Melissa Anjema  
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.

\* Refer to the attached Summary of Calculations.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**Amount the Former Tenant must pay the Landlord:**

|                                                                  |              |
|------------------------------------------------------------------|--------------|
| Rent and Compensation Owing To April 30, 2025                    | \$10,375.00  |
| Application Filing Fee                                           | \$186.00     |
| Less the amount of the last month's rent deposit                 | - \$2,175.00 |
| Less the amount of the interest on the last month's rent deposit | - \$46.93    |
| Total amount owing to the Landlord                               | \$8,339.07   |