



**Order under Section 87 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-013581-25

In the matter of: 54 SOUTH WOODROW BLVD
SCARBOROUGH ON M1N3L6

Between: Shayan Thayaparam Landlord

And

Kamal Hossain Former Tenant
Sabrina Chowdhury

Shayan Thayaparam (the 'Landlord') applied for an order requiring (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also applied for an order requiring the Former Tenant to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also applied for an order requiring the Former Tenant to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

The Landlord also applied for an order requiring the Former Tenant to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur as a result of the Former Tenant substantially interfering with landlord's reasonable enjoyment or lawful right, privilege or interest.

This application was heard by videoconference on January 19, 2026.

The Landlord and both Former Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay to the Landlord \$2,787.77.

2. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Arrears

8. The parties agree that the Former Tenant vacated the rental unit on January 31, 2025 and that this was before the end of the lease term which went until April 30, 2025.
9. The Landlord testified that he had conversations with the Former Tenant about them vacating but that the Landlord never agreed to let the Former Tenant break their lease. The former Tenant Kamal Hossain testified that the Landlord agreed to them vacating in an oral conversation. On a balance of probabilities, I'm not satisfied that the parties agreed to terminate the tenancy. The Landlord denied that they did, and no evidence was presented of anything in writing that supports that there was an agreement to terminate the tenancy.
10. The Former Tenant Kamal Hossain testified that they left the rental unit because the Landlord listed the property for sale and made their personal life hell. The Former Tenant also testified that they had to pay rent for two rental units.
11. The parties disagree regarding whether the Former Tenant provided notice that they would be vacating. The Landlord says no notice was given. The Former Tenant testified that in November 2024 he gave the Landlord 60 days notice. In accordance with section 88 of the *Residential Tenancies Act, 2006* ('the Act'), in this particular case, regardless of whether the Tenant gave notice or not, arrears are owing up to the earliest date that the Former Tenants could have terminated the tenancy which is the expiry of the lease term April 30, 2025.
12. I find that the Landlord mitigated their losses in accordance with section 88(4) of the Act by acting quickly to re-rent the rental unit.
13. The Landlord testified that the Former Tenant rented the entire house, but when the Former Tenant left, the Landlord decided to split the rental unit into two units. The Landlord did this to try to get tenants into the units and to get them to stay for longer. The Landlord rented one portion of the rental unit on February 15, 2025 and the other on June 1, 2025.
14. Section 88(3) of the Act states the following:

...if the landlord enters into a new tenancy agreement with a new tenant with respect to the rental unit, the tenant who abandoned or vacated the rental unit is not liable to pay an amount of arrears of rent that exceeds the lesser of the following amounts:

 1. The amount of arrears of rent determined under subsection (1) or (2).
 2. The amount of arrears of rent owing for the period that ends on the date the new tenant is entitled to occupy the rental unit.
15. The Act uses the language "if the landlord enters into a new tenancy agreement with a new tenant with respect to the rental unit". The rental unit includes a portion of the rental unit. A plain language reading of the Act supports that renting any part of a rental unit to a new tenant ends a former tenant's obligation to pay rent. I therefore find that the Former

Tenant's obligation to pay rent ended on February 14, 2025 which is the day before the Landlord started a new tenancy with a new tenant.

16. The lawful rent was \$4,500.00. It was due on the 1st day of each month.
17. Based on the Monthly rent, the daily rent/compensation is \$147.95. This amount is calculated as follows: \$4,500.00 x 12, divided by 365 days.
18. The parties agree that the Former Tenant did not pay any rent for the period between January 1, 2025 to February 14, 2025.
19. Prior to subtracting the rent deposit, the rent arrears and daily compensation owing to February 14, 2025 is \$6,571.30.
20. The Landlord collected a rent deposit of \$4,500.00 from the Former Tenant. Interest on the rent deposit, in the amount of \$68.12 is owing to the Former Tenant for the period from April 8, 2024 to February 14, 2025. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Utilities

15. The Former Tenant failed to pay \$598.59 in water costs that they were required to pay under the terms of the tenancy agreement. The Landlord seeks reimbursement for two unpaid utility bills (DOC-5061755 and DOC-5061757). While the bills start prior to the tenancy the Landlord is only charging for the portion from May 1, 2024 to October 27, 2024. I accept the Landlord's evidence that these bills remain unpaid.
16. The Former Tenant Kamal Hossain testified that he paid the Landlord in cash for these bills. I am not satisfied on a balance of probabilities that happened. The Tenant had no supporting documentation, such as a record of a bank withdrawal to prove that this happened.

Damage

19. The Landlord seeks reimbursement for costs for waste disposal due to the Former Tenants leaving a treadmill and garbage in the rental unit and costs for a cleaning fee. The Landlord claimed these costs on their application as damage not as costs associated with substantial interference. No request was made to amend the application regarding the type of claim made. It would be procedurally unfair to the Former Tenant to consider these costs under a different legal test than what the Tenant was expecting. The Landlord agreed at the hearing that the items and mess did not cause actual physical damage to the rental unit. The request for these costs is therefore dismissed as they are not damage.

Substantial Interference

20. The Landlord seeks reimbursement for real estate services used to get a new tenant in the amount of \$3,277.00. This claim is dismissed as I am not satisfied that the costs are

associated with substantial interference with the Landlord's lawful right, privilege, or interest caused by the Former Tenants. The Landlord submits that the Former Tenant should have to pay this cost because they broke the lease early. The Landlord has already received a remedy for that. I am ordering the Former Tenants to pay rent for a half a month after they vacated the rental unit. The Landlord also got a new tenant for part of the rental unit shortly after the Former Tenant vacated. The Landlord would have incurred fees to get a new tenant even if the Former Tenants stayed until the end of their lease. The only difference is that the Landlord had to do it three months earlier. Costs associated with getting new tenants are a normal cost of doing business.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,787.77. This amount represents rent and compensation owing up to February 14, 2025, unpaid utilities, and the cost of filing the application. The rent deposit and interest owed on the deposit is subtracted from the amount owing.
2. If the Former Tenant does not pay the Landlord the full amount owing on or before February 6, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.

January 26, 2026

Date Issued

Amanda Kovats

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.