



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

File Number: LTB-L-089209-25-AM

In the matter of: 1, 2615 MEADOWBROOK LANE
WINDSOR ON N8T 2Y1

Between: Meddco Properties Inc. Landlord

and

Harpreet Mahal Tenants
Ravideep Gill

This order is amended to correct a clerical error. The amendments are in bold and underlined.

Meddco Properties Inc. (the 'Landlord') applied for an order requiring Harpreet Mahal and Ravideep Gill (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on December 16, 2025.

The Landlord's representative, Charlotte Williams, and Tenant, Ravideep Gill, attended the hearing on his behalf and on behalf of the other Tenants.

Determinations:

1. The Landlord's application claims rent arrears totaling \$2,801.60 for the period September 1, 2025 to October 31, 2025. Although the Tenants vacated the unit on October 24, 2025, the Landlord's representative requested for the application to be amended to order rent arrears up to December 31, 2025, totaling arrears of \$4,254.65. The representative argued that the Tenants vacated the unit without serving a valid notice of termination. I have addressed the Landlord's request below.

Evidence and Submissions

2. It is the Tenants' position that they provided notice to the Landlord to terminate the tenancy and that they are not responsible for the rent after vacating the unit. The Tenants further submitted that all rent owing has been paid and that there are no arrears outstanding.

3. On June 24, 2025, the Tenants gave the Landlord notice of their intention to terminate their monthly tenancy effective July 31, 2025. The Landlord informed the Tenants by email that 60 days' notice was required in order to terminate their tenancy.
4. There is no dispute between the parties that an N9 Notice was signed by the Tenants to terminate the tenancy as of August 31, 2025.
5. On August 27, 2025, the Tenants requested a one month extension to September 30, 2025. The Landlord agreed to the extension on the condition that the Tenants pay rent of \$1,453.05 for the month of August 2025 and sign an N11 agreement to terminate the tenancy effective September 30, 2025, by 5:00 pm the same day. Although the Tenants transferred to the Landlord rent for August 2025, they did not sign the N11 agreement.
6. On September 18, 2025, the Landlord emailed the Tenants indicating that the one month extension to September 30, 2025 had not been granted because the N11 agreement was not signed. In that email, the Landlord provided the Tenants with another opportunity to return the signed N11 agreement by September 22, 2025.
7. At the hearing, the Tenants acknowledged receiving the Landlord's emails and confirmed that they did not respond. The Tenants also confirmed that no new notice to terminate their tenancy was served after requesting the one month extension.
8. It is not in dispute between the parties that the Tenants vacated the rental unit and returned the keys on October 24, 2025.
9. The Landlord relied on an inspection report dated October 24, 2025, which identified renovation and maintenance work that was required before the rental unit could be re-rented. The Landlords submitted that the required work was completed and that the unit was listed for rent on October 28, 2025. The inspection report and the rental advertisement were entered into evidence. The Landlord did not successfully re-rent the unit in November or December 2025, and there was no evidence before the Board that the unit was re-rented during this period.

Analysis

10. Section 47 of the *Residential Tenancies Act, 2006* (the 'Act') provides that 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 s. 44(2) which provides:
 - (2) 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.
11. In this case, the Tenants gave the Landlord an N9 Notice under s.47 of the Act to terminate the tenancy effective August 31, 2025. However, once the Tenants requested a one month extension and occupied the unit beyond August 31, 2025, the original N9 was no longer valid.

12. In these circumstances, the Tenants were required to either: enter into an agreement with the Landlord to terminate the tenancy in accordance with s. 37(3) of the Act; or serve a new notice to terminate their tenancy in accordance with s. 44(2). The Tenants did neither.
13. Subsection 88(1)1 of the Act addresses how much rent a tenant may owe if they vacate a rental unit without having served a valid notice of termination or entering into an agreement to terminate the tenancy:

(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.
14. As the Tenants vacated the unit without having served a valid notice of termination or entering into an agreement to terminate the tenancy, in accordance with subsection 88(1) of the Act, the Tenants are liable for rent owing up to the earliest termination date that could have been specified had a proper notice been given. In this case, the earliest termination would have been December 31, 2025, being the last day of the next rental period following the date the tenants vacated the unit. Therefore, I accept the Landlord's request to amend the L9 Application to claim rent arrears up to December 31, 2025.
 15. I have also considered whether the Landlord took reasonable steps to minimize its losses, as required by subsection 88(4) of the Act. The inspection report dated October 24, 2025 confirms that the unit required repairs and maintenance before it could be re-rented. The Landlord completed the required work within a reasonable period of time and listed the unit for rent on October 28, 2025. The rental advertisement remained active thereafter.
 16. There was no evidence before me that the Landlord removed the listing, delayed marketing the unit, or otherwise failed to make reasonable efforts to re-rent the unit during November and December 16, 2025. Therefore, I find that the Landlord fulfilled its obligations as required by subsection 88(4) of the Act in reasonably attempting to re-rent the unit and to mitigate its losses.

Rent arrears

17. The Tenants vacated the rental unit on October 24, 2025. The Tenants were in possession of the rental unit when this application was filed.
18. The Tenants did not pay the total rent they were required to pay for the period from September 1, 2025 to December 31, 2025.
19. The lawful rent is \$1,453.05. It is due on the 1st day of each month.

20. The Tenant has paid \$1,453.05 to the Landlord after the application was filed.
21. The rent arrears owing to December 31, 2025 are \$4,254.65.
22. The Landlord collected a rent deposit of \$1,305.00 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.
23. Interest on the rent deposit, in the amount of \$119.60 is owing to the Tenant for the period from February 24, 2022 to October 24, 2025.
24. 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 Tenant shall pay to the Landlord \$3,016.05. This amount includes rent arrears owing up to December 31, 2025 and the cost of the application.
2. If the **Tenant** does not pay the **Landlord** the full amount owing on or before February 3, 2026, the **Tenant** will start to owe interest. This will be simple interest calculated from February 4, 2026 at 4.00% annually on the balance outstanding.

January 28, 2026
Date Amended

January 23, 2026
Date Issued

Adeela Alvez
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.