



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

File Number: LTB-L-097849-25

In the matter of: G30, 325 BOGERT AVE
NORTH YORK ON M2N1L8

Between: Heath Residences Landlord

And

Mekhman Mamedov Tenant

Heath Residences (the 'Landlord') applied for an order requiring Mekhman Mamedov (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on January 28, 2026.

Only the Landlord's Representative, Charlie Bobrowsky attended the hearing.

As of 2:19 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Tenant vacated the rental unit on December 4, 2025. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Tenant did not pay the total rent they were required to pay for the period from November 1, 2025, to December 31, 2025.
3. The lawful rent is \$2,400.00. It is due on the first day of each month.
4. The Tenant has not made any payments since the application was filed.
5. The rent arrears owing to December 31, 2025, are \$4,800.00
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. Therefore, I find that the Tenant's obligation to pay rent ends on December 31, 2025 for the following reasons.
7. Section 88 of the *Residential Tenancies Act, 2006* (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.

...

(4) In determining the amount of arrears of rent owing under subsections (1), (2) and (3), consideration shall be given to whether or not the landlord has taken reasonable steps to minimize losses in accordance with section 16.

8. The Tenant served the Landlord with a notice to vacate on or around October 15, 2025 via email. No N9 form was submitted. The Landlord did not accept the Tenant's notice and sent the Tenant a response citing the reason that the one-year lease started on January 1, 2025 and the earliest the Tenant is able to terminate the tenancy is December 31, 2025 as per the Act.
9. It is the Landlord's uncontested testimony that they have not been able to re-rent the rental unit until the hearing date.
10. The Tenant was required to give the Landlord at least a 60-days notice to end a yearly tenancy to a date which is on the last day of a yearly period on which the tenancy is based as per section 44(3).
11. Therefore, I find the Tenant is liable to pay rent up to December 31, 2025, up to the last day of the yearly tenancy period.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$2,400.00 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.
14. Interest on the rent deposit, in the amount of \$60.00 is owing to the Tenant for the period from January 1, 2025 to December 31, 2025.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,526.00. This amount includes rent arrears owing up to December 31, 2025 and the cost of the application minus the rent deposit and interest owing.

2. If the Tenant does not pay the Landlord the full amount owing on or before February 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 18, 2026 at 4.00% annually on the balance outstanding.

February 6, 2026

Date Issued

Sheena Brar

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.