



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

File Number: LTB-L-021939-25

In the matter of: 84 MARIETA ST
Woodbridge ON L4L7T1

Between: Maurizio DiStefano Landlord

And

Liliya Troyan Former Tenants
Volodymyr Troyan

Maurizio DiStefano (the 'Landlord') applied for an order requiring Liliya Troyan and Volodymyr Troyan (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

This application was heard by videoconference on December 22, 2025.

The Landlord, Maurizio DiStefano, and the Former Tenants' Agent, V. Troyan, attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, compensation is awarded as detailed below.
2. 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.
3. These documents were served on November 6, 2025 by personal service.
4. The Former Tenants vacated the rental unit on October 1, 2024.
5. 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

6. The lawful rent was \$3,200.00. It was due on the 1st day of each month.

7. A signed copy of the lease, dated March 20, 2024, was submitted into evidence by the Landlord. The terms of this lease important for this matter include:
 - a) Start date of lease to be April 27, 2024;
 - b) Tenants to pay \$533.00 rent for the period April 27-30, 2024;
 - c) Lease is for a fixed term of one year (to April 30, 2025);
 - d) Rent is due on 1st of the month;
 - e) Monthly rent is \$3,200.00; and
 - f) Tenants paid \$19,733.00 up front, constituting \$533.00 for period April 27-30, 2024, with the remaining \$19,200.00 allocated to the following months: 1st (May 2024), 2nd (June 2024), 9th (January 2025), 10th (February 2025), 11th (March 2025) and 12th (April 2025).
8. The Former Tenants have not made any payments since the application was filed.
9. The Landlord testified that the Former Tenants did not pay rent for the months of July, August and September 2024 and that the Former Tenants vacated the rental unit on October 1, 2024.
10. The Landlord testified that he attempted to mitigate his losses by immediately advertising the unit for rent on Kijiji and Facebook Marketplace and, in early 2025, placing the rental unit on MLS. He further testified that he began listing the rental unit at \$3,200.00/month and later reduced the monthly rent asked to \$3,000.00/month in March/April 2025.
11. The Landlord was able to re-rent the unit for a May 1, 2025 occupancy. As a result, the Landlord seeks the rent arrears up to and including April 30, 2025.
12. The Landlord also sought reimbursement for \$1,145.42 in utilities. The Landlord did not provide copies of the bills or e-transfers to support his assertions that monies were transferred to the Tenants and not properly applied to utility bills. As such, the Landlord withdrew this allegation from his application.

Analysis

13. The Former Tenants did not provide a notice of termination and did not terminate the tenancy in compliance with sections 47 and 44(4) of the Act, which 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.

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.

14. The Former Tenants did not provide a notice of termination to comply with section 44(4) of the Act, as the earliest termination date that could have been specified on the Former Tenants' notice was April 30, 2025, the last day of the fixed term of the tenancy.

15. 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.

16. Application of section 88(1) paragraph 1 suggests that the Former Tenants may owe rent up to April 30, 2025, as that is the earliest termination date that the Former Tenants could have properly specified on the notice of termination.

17. However, subsection 88(3) of the Act provides that in determining the amount of rent owing, I must consider whether the Landlord re-rented the unit, and subsection 88(4) of the Act provides that I must give consideration to whether the Landlord took reasonable steps to minimize their losses in accordance with section 16 of the Act.

18. Section 16 of the Act requires that a party who is going to be harmed by the actions of another must take steps to minimize the harm caused to them. In this case, the Landlord had a duty to mitigate their vacancy loss by taking reasonable steps to rent the unit on or after October 1, 2024.

19. The Landlord did not submit any evidence regarding his efforts to rent the unit after October 1, 2024. He provided viva voce testimony regarding his marketing efforts, but this testimony was thin on concrete steps he took to rent the unit. There was no indication of what effort was made in marketing the unit on Kijiji and Facebook and the Landlord provided no details about exactly when he decided to place the unit on MLS.

20. Based on the evidence before me, on a balance of probabilities, I am not satisfied that the Landlord took reasonable steps to minimize his losses by re-renting the unit as of May 1, 2025. Therefore, I find that the Tenant's obligation to pay rent ends on November 30, 2024, or 60 days after the Former Tenants vacated the rental unit (which would have been the required notice period in accordance with s. 44(4) of the Act).

21. The rent arrears and compensation owing to November 30, 2024 are \$6,400.00. This is calculated as follows:

a) Rent owing for period May 1, 2024 – November 30, 2024 = 7 months @ \$3,200.00/month = \$22,400.00

b) Rent paid (prepaid) = 6 months @ \$3,200.00/month = \$19,200.00

c) Outstanding rent = \$22,400.00 - \$19,200.00 = **\$3,200.00**

22. 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 Former Tenants shall pay to the Landlord \$3,200.00, which represents rent and compensation owing up to November 30, 2024.
2. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount owing by the Former Tenants is \$3,386.00.
4. If the Former Tenants do not pay the Landlord the full amount owing on or before February 17, 2026, the Former Tenants 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

Curtis Smith
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.