



Order under Section 87 Residential Tenancies Act, 2006

Citation: Oleksiienko v Saunders, 2026 ONLTB 11843

Date: 2026-02-03

File Number: LTB-L-103776-24

In the matter of: 4, 40 MERRICK ST
Arnprior ON K7A4R4

Between: Vitalii Oleksiienko Landlord

And

Brittany Saunders Former Tenant

Vitalii Oleksiienko (the 'Landlord') applied for an order requiring Brittany Saunders (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on October 21, 2025.

The Landlord and the Former Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
2. 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.
3. These documents were served on September 18, 2025 by leaving them in the mailbox at the Former Tenant's current residence where mail is ordinarily delivered.
4. The Former Tenant vacated the rental unit on September 30, 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 parties entered into a written one-year lease beginning in February 2024. Under that agreement, the lawful monthly rent was \$1,500.00, due on the 1st day of each month. The

Former Tenant also paid a last month's rent deposit of \$1,500.00 at the start of the tenancy.

7. The Former Tenant gave written notice on July 31, 2024, stating that she would be vacating the unit on September 30, 2024, due to her father's serious illness and her need to move home to assist with his care. The Landlord acknowledged this notice and advised the Former Tenant that because they had a fixed-term lease, he expected her to continue paying rent until a new tenant was found, but that he would take steps to re-rent the unit as quickly as possible.
8. The Landlord testified that he applied the Former Tenant's last month's rent deposit to the rent owing for September 2024. As a result, there were no arrears outstanding for September 2024 and there is no last month's rent deposit remaining to be applied against later amounts. This was not disputed by the Tenant.
9. The Landlord also testified, supported by documentary evidence, that he made efforts to mitigate his loss by re-renting the unit. In particular, he and his spouse advertised the unit starting in early August 2024, posted listings, responded to numerous inquiries, and conducted multiple showings. Despite these efforts, he was not able to secure a qualified new tenant until late October 2024, with a new lease starting January 1, 2025. I find that the Landlord took reasonable steps to re-rent the unit and therefore mitigated their losses pursuant to section 88 of the Act.
10. The Former Tenant did not dispute that she stopped paying rent after September 2024. Her position was that, in light of her family circumstances, it was difficult for her to continue paying rent for a unit she no longer occupied. I accept that the Former Tenant was facing a difficult personal situation; however, the fixed-term lease remained in effect and, under section 88 of the Act, a tenant who terminates a fixed-term tenancy early without the landlord's consent remains responsible for the rent until the earlier of the end of the term, the date a new tenant's tenancy begins, or the date the landlord could reasonably have re-rented the unit.
11. In this case, the Landlord did not re-rent the unit until January 1, 2025, despite reasonable efforts to do so earlier. Under section 88 of the Act, the Former Tenant is therefore responsible for the rent for October, November and December 2024, but not for any period after December 31, 2024, because the new tenant's tenancy began on January 1, 2025.
12. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
13. The Former Tenant has not made any payments since the application was filed.
14. The rent arrears and daily compensation owing to December 31, 2024, are \$4,500.00.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

16. At the hearing, the Former Tenant attempted to raise issues about notice of entry and other concerns under section 82 of the Act. However, she had not filed or served the required form or any supporting evidence on the Landlord or the Board within the timelines set out in section 82 and the Rules. In these circumstances, I did not permit the Former Tenant to raise section 82 issues in response to this application.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$4,500.00, which represents rent and compensation owing up to December 31, 2024.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$4,686.00*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before February 14, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.

February 3, 2026

Date Issued

Colin Elsby

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 December 31, 2024	\$4,500.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$4,686.00