



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

File Number: LTB-L-094092-25

In the matter of: 202, 240 WELLESLEY ST E
TORONTO ON M4X1G5

Between: 260 Wellesley Residences Landlord

And

Tercia Raza Tenant
Ali Raza

260 Wellesley Residences (the 'Landlord') applied for an order requiring Tercia Raza and Ali Raza (the 'Tenant') to pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on January 20, 2026.

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

As of 9:41a.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 November 18, 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 \$2,736.75. 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 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.

6. Section 88(4) of the *Residential Tenancies Act, 2006* (the 'Act'), provides that 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.
7. The Landlord testified that he added the rental unit into their schedule to show individuals, however they do not advertise specific units in accordance with their standard practices. The Landlord did not take any further steps to minimize their losses.
8. Therefore, the Tenant's obligation to pay rent ends on December 31, 2025. While the Tenant did not provide 60 days notice in accordance with the Act, the Landlord took almost no steps to minimize their losses, and if they had taken steps there is the potential they could have re-rented the unit for January 1, 2026.
9. The rent arrears and daily compensation owing to December 31, 2025 is \$5,473.50.
10. The Landlord collected a rent deposit of \$2,736.75 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.
11. Interest on the rent deposit, in the amount of \$68.42 is owing to the Tenant for the period from January 1, 2025 to December 31, 2025.
12. 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 Landlord shall pay to the Tenant \$2,854.33. The tenant owes the Landlord rent arrears owing up to and the cost of the application and unpaid NSF charges. The amount of rent deposit and interest the Landlord owes on the rent deposit exceeds the amount owing by the Tenant.
2. If the Landlord does not pay the Tenant the full amount owing on or before February 20, 2026, the Landlord will start to owe interest. This will be simple interest calculated from February 21, 2026 at 4.00% annually on the balance outstanding.

February 9, 2026
Date Issued

Allana McComb
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.