



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

File Number: LTB-L-049619-25

In the matter of: 16 EAST 16TH ST
HAMILTON ON L9A4H9

Between: Savan Chandaria Landlord

And

Luke Curran Former Tenant

Savan Chandaria (the 'Landlord') applied for an order requiring Luke Curran (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on February 4, 2026 at 09:00 am.

The Landlord and the 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. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
4. These documents were served on October 15, 2025 by email to the email used for services of documents, as consented to, during the tenancy.
5. The Former Tenant vacated the rental unit on May 21, 2025.
6. 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

8. The lawful rent was \$2,850.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$93.70. This amount is calculated as follows: \$2,850.00 x 12, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. It was the Landlord's uncontested testimony that the Tenant had entered into a fixed term tenancy which they breached and that they were able to mitigate their losses by re renting the property as of July 1, 2025 at a loss of \$100.00 a month. On this basis they testified they were seeking \$9,350.00 representing the rent owing from May 1, 2025 to July 31, 2025 plus the difference in rent from July 1, 2025 to March 31, 2026.
12. In response the Tenant did not deny breaching the lease agreement, testifying they did give notice, albeit on April 28, 2025 by email as they were unable to afford the rental unit, nor the alleged arrears owing requesting a payment plan of \$100.00 which the Landlord opposed.
13. Based on the above testimony I am satisfied that the Former 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, the Former Tenant's obligation to pay rent ended on March 31, 2026 pursuant to the lease agreement.
14. Furthermore, I am also satisfied that the Landlord did mitigate their loss pursuant to subsection 16 of the Act and to order the payment plan request by the Tenant, given the length proposed would be prejudicial.
15. The rent arrears and daily compensation owing to March 31, 2026 are \$9,350.00.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Rent Deposit

15. The Landlord collected a rent deposit of \$2,850.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
16. Interest on the rent deposit, in the amount of \$64.44 is owing to the Former Tenant for the period from March 4, 2025 to March 31, 2026

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$9,350.00, which represents rent and compensation owing up to March 31, 2026.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$2,914.44 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.

4. The total amount the Former Tenant owes the Landlord is \$6,621.56*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before March 2, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 3, 2026 at 4.00% annually on the balance outstanding.

February 19, 2026

Date Issued

Kelly Delaney

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 March 31, 2026	\$9,350.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,850.00
Less the amount of the interest on the last month's rent deposit	- \$64.44
Total amount owing to the Landlord	\$6,621.56