



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

File Number: LTB-L-047135-24

In the matter of: Basement, 1377 Tatra Drive
Pickering Ontario L1W1K7

Between: Cindy Van Weston Landlord

And

Tylor Jake Dillan Demont Tenant

Cindy Van Weston (the 'Landlord') applied for an order requiring Tylor Jake Dillan Demont (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on December 17, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Tenant vacated the rental unit on June 3, 2024. 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 June 1, 2024 to August 31, 2024.
3. The lawful rent is \$1,750.00. 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 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 Tenant's obligation to pay rent ends on August 31, 2024 based on the fixed term lease agreement between the parties.
6. On or about May 18, 2024 the Tenant gave the Landlord notice that was not in accordance with section 44(4) of the *Residential Tenancies Act, 2006* (the 'Act'). Meaning, that the earliest date the could terminate their tenancy was for the last day of their fixed term lease, which would be for August 31, 2024. The Tenant then vacated the rental unit on June 3, 2024.
7. Shortly after the Tenant vacated, the Landlord placed an add on Kijiji for the rental unit on or about June 6, 2024. Despite numerous showings and engagements with potential tenants over the course of the summer, the Landlord was only able to rent the unit until

September for a move in date of October 1, 2024. Based on the evidence before me, I am satisfied that the Landlord mitigated their losses after the Tenant vacated the unit with only two weeks of notice and that this was the earliest that the Landlord could re-rent the unit.

8. In accordance with section 88(1) of the Act, rent arrears are calculated up to the date that ends on the earliest date had the Tenant given the Landlord property notice to terminate their tenancy. In this regard, the Tenant owes the Landlord a total of \$5,250.00 for the period ending August 31, 2024, which is for the end of their lease term.
9. The Tenant paid their full rent for the month of May of 2024, however, they failed to pay the Landlord the rent for the months of June, July or August of 2024.
10. The Landlord collected a rent deposit of \$1,750.00 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.
11. Although the Tenant submits that they vacated the rental unit as a result of ongoing harassment or substantial interference by the Landlord, I do not accept the issues raised by the Tenant pursuant to subsection 87(2) of the Act meet the threshold with respect to terminating the tenancy earlier.
12. Firstly, the Tenant submits that for the first two months of the tenancy, the Landlord maintained the use of one of the two bedrooms promised in their rental unit. Once this issue was brought to the Landlord's attention, and after investigating the issue further, the Landlord removed items from the second bedroom that was satisfactory by the Tenant. Or at least the Tenant indicated to the Landlord that this was acceptable. At the hearing, the Landlord voluntarily agreed to reduce the Tenant's rent for the first two months of the tenancy by \$350.00 for two months. Accordingly, the amount the Tenant owes the Landlord is reduced by \$700.00 as an abatement of rent.
13. The other issue raised by the Tenant with respect to an allegation that the Landlord breached their maintenance obligation with respect to a leaking window, is out of time for consideration pursuant to subsection 29(2) of the Act. The Tenant disclosed their list of issues to the Landlord and provided a copy to the Board on September 11, 2024. This means the remedy I can consider could date back to September 12, 2023. The issue with the window leak was resolved at the Tenant's own hands by caulking the window on September 11, 2023. This is more than one year prior to the Tenant filing their issues. Additionally, even if it weren't out of time, the issue was resolved and there were no further leaks as put forward by the Tenant.
14. The Tenant further submits that they were harassed over a noise complaint which they informed the Landlord of on or about September 19, 2023 which happened around 5:30pm where the Landlord asked the Tenant for complete silence in the unit. For context, the Landlord lived in the upper portion of the property and the Tenant resided in the basement.
15. The next issue which the Tenant submits was harassment was on January 27, 2024 at 1:49pm. Again the Tenant was asked to not make any noise.
16. The Tenant then submits that the Landlord harassed them on January 21, 2024 regarding having a person over to spend the night. The Landlord asked them if someone was moving in the basement and began asking them how long this person would be staying in the unit.

This left the Tenant feeling uncomfortable, however, he didn't communicate this with the Landlord.

17. On May 1, 2024 the Tenant submits that the Landlord accused the Tenant of having a dog in the unit. This made the Tenant feel that they were under surveillance from the Landlord. The Tenant submits that the Landlord threatened them with turning on the outside cameras to detect this going forward.
18. In response the Landlord stated that she has a right to ask about guests and about pets in the unit. The Landlord admits that they asked about guests, but this was not an ongoing issue as it was quite infrequent that the Landlord asked about guests and they wanted to ensure that there would be only one tenant living in the basement as that is what they had agreed on. With respect to the accusation regarding the dog, the Landlord submits that she saw a lady outside the window coming up the driveway with a dog and that she just simply asked the Tenant if they were keeping a dog in the basement.
19. Although the Tenant submits that the Landlord engaged in harassing behaviour, I am unable to find, based on the evidence before me, that the Landlord engaged in such behaviour. If the Landlord did, then the Tenant did not communicate this issue with the Landlord. It would be different if throughout their interactions, the Tenant clearly communicated with the Landlord that their conduct was becoming disturbing or uncomfortable for them, but they did not. I accept that the Landlord was surprised at the hearing that the Tenant felt this way during the tenancy as they did not make them aware of these issues while they lived there.
20. On this basis, I am unable to find that the Tenant is entitled to any further remedies aside from the \$700.00 abatement.
21. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,001.00. This amount includes rent arrears owing up to August 31, 2024 and the cost of the application minus the rent abatement and minus the rent deposit.
2. If the Tenant does not pay the Landlord the full amount owing on or before February 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 23, 2026 at 4.00% annually on the balance outstanding.

February 11, 2026
Date Issued

Terri van Huisstede
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.