



**Order under Section 87 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-087019-23

In the matter of: 37 HEDLEY LANE
CENTRE WELLINGTON ON N0B1S0

Between: Rajneesh Walia Landlord
Meenakshi Walia

And

Jayesh Chandulal Patel Former Tenant
Jagrutiben Jayeshkumar Patel

Rajneesh Walia and Meenakshi Walia (the 'Landlord') applied for an order requiring Jayesh Chandulal Patel and Jagrutiben Jayeshkumar Patel (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Rajneesh Walia and Meenakshi Walia (the 'Landlord') applied for an order requiring Jayesh Chandulal Patel and Jagrutiben Jayeshkumar Patel (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on November 20, 2025.

Only the Landlord's legal representative, Moezzam Alvi and the Landlord agent Ashok Sharma attended the hearing.

As of 10:23 am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. 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. As explained below, the Landlord proved some of 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 June 11, 2025 by handing the documents to the Former Tenant at their place of work.
5. The Former Tenant vacated the rental unit on September 9, 2023.
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

8. The Former Tenant is no longer in possession of the rental unit. The Landlord agent submitted the tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy.
9. The position of the Landlord is the Former Tenant signed a tenancy agreement commencing on April 1, 2023 for a fixed term of one year ending on March 31, 2024.
10. The Landlord agent stated the Former Tenant requested to terminate the tenancy before the end of the fixed term and the Landlord declined the Former Tenant's request. The Former Tenant vacated the rental unit on September 9, 2023 without providing proper notice or on agreement from the Landlord.
11. The Landlord attempted to re-rent the rental unit to new tenants by hiring a realtor and was able to sign new tenants to a tenancy agreement commencing November 1, 2023, therefore, the Former Tenant's obligation to pay rent ended on October 31, 2023.
12. The Landlord claims the Former Tenant owes rent arrears in the amount of \$7,800.00 for the period from August 1, 2023 to October 31, 2023.
13. The Former Tenant has not made any payments since the application was filed.
14. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations for arrears owing in the amount of \$7,800.00 for the period from August 1, 2023 to October 31, 2023.

Compensation substantial interference

14. The Landlord claims the Former Tenant substantially interfered with the reasonable enjoyment of the residential complex by the Landlord as a result of the Former Tenant abandoning the rental unit before the end of the fixed term in the tenancy agreement.
15. The Landlord agent stated the Landlord was forced to enlist the services and incur reasonable out of pocket costs to hire a realtor to find new tenants.
16. The Landlord claims those costs incurred are \$2,600.00.
17. The Landlord's legal representative submitted a book of authorities to support the Landlord's claim for the substantial interference costs incurred to hire a realtor.
18. The Landlord's legal representative submits the Landlord met his obligation under section 16 of the Act to mitigate his losses by hiring the realtor to quickly find new tenants.

Analysis

19. Section 16 of the *Residential Tenancies Act*, 2006 (the "Act") states:

Minimize losses

16 When a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person's losses. 2006, c. 17, s. 16.

20. The Landlord's legal representative's book of authorities contains three cases the Landlord's legal representative relies on.
21. In *Ontario Inc. v. E-Blue Gaming Inc.* 2025 ONSC 6042 and *Weins Canada Inc. v. Ensil Corporation*. 2019 ONSC 5406 I do not find that these cases are consistent with practices under the RTA.
22. I say this because in both these cases the tenancy agreements in question are commercial leases not residential tenancy agreements. I do not find that a similar conclusion can be drawn between the findings in a commercial tenancy agreement and a residential one governed by the RTA.
23. Lastly the Landlord's legal representative submitted an order by LTB Member Aboussafy in which the Landlord was claiming compensation under section 88.1 of the Act.
24. Although the Landlord's legal representative submits this supports his case, I note Member Aboussafy came to the same conclusion that I have on landlord's claiming compensation for realtor fees.
25. At paragraph 18 the member states:

*The costs to retain a realtor to list the property for rent was ultimately the choice of the Landlord and **not required as a result of the Former Tenants' conduct**. The Landlord lead no evidence of what attempts they made to re-rent the property using any of the free listing services available or why engaging a realtor was their only option.*

[emphasis added]

26. I agree with Member Aboussafy and in my view realtor fees are a discretionary cost and not a requirement for a landlord to find new tenants. There are many other free options through social media and the internet at the Landlord's disposal and the Landlord's legal representative led with insufficient evidence if other options were used or why enlisting a realtor was the only option.
27. I also note, as did Member Aboussafy that enlisting realtor's is also a general common practice for landlords and I consider this to be a "cost of doing business" and something the Landlord would normally incur in their regular practice. As such I do not find that realtor fees relate to restoring reasonable enjoyment to the rental unit or residential complex.
28. For all the reasons above the Landlord's claim for substantial interference for realtor fees is denied.
29. Therefore, this portion of the Landlord's application is dismissed.
19. The Landlord collected a rent deposit of \$2,600.00 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.
20. Interest on the rent deposit, in the amount of \$41.14 is owing to the Former Tenant for the period from March 15, 2023 to October 31, 2023.
21. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
22. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$7,800.00, which represents rent and compensation owing up to October 31, 2023.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$2,641.14 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 \$5,344.86*. 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 February 24, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 25, 2026 at 4.00% annually on the balance outstanding.

February 13, 2026

Date Issued

Greg Brocanier

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	\$7,800.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,641.14
Total amount owing to the Landlord	\$5,344.86