



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

File Number: LTB-L-096188-25

In the matter of: 206, 1181 ELLESMERE RD
SCARBOROUGH ON M1P2X6

Between: Strathgowan Apartments Landlord

And

Dilmatie Gloria Dumont Tenant

Strathgowan Apartments (the 'Landlord') applied for an order requiring Dilmatie Gloria Dumont (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on January 26, 2026.

The Landlord's Legal Representative, Patty Duwyn, the Landlord's Agent, Sila Chopra, the Tenant and the Tenant's Agent, Kneil Dumont, attended the hearing.

Determinations:

1. The Tenant vacated the rental unit on November 26, 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 November 30, 2025.
3. The lawful rent is \$1,330.44. 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 gave notice to the Landlord on October 19, 2025 that they would be vacating the rental unit by November 30, 2026. The Tenant testified she gave notice due to a bed bug infestation. The Tenant further testified that they vacated the rental unit on November 15, 2025 but returned the keys to the Landlord on November 30, 2025.
6. The Landlord testified that the tenancy was not lawfully terminated in accordance with a notice of termination, and therefore the Tenant needs to pay rent to December 31, 2025.
7. 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.

8. The Landlord testified that they use a third party real estate agent to list the rental unit on MLS and then real estate agents show the unit. The Landlord further testified that they first contacted ReMax realty on November 26, 2025, after the Tenant vacated, and the real estate agent did not respond until December 2, 2025. The Landlord did not take any further actions to try and mitigate their loss.
9. Therefore, the Tenant's obligation to pay rent ends on November 30, 2025. While the Tenant did not provide 60 days notice in accordance with the Act, the Landlord took no steps to minimize their losses during the 38 days notice provided by the Tenant. Had the Landlord made any efforts to list or advertise the rental unit prior to the Tenant moving out, the unit could have been rented for December 1, 2025.
10. The rent arrears and daily compensation owing to November 30, 2025 are \$1,330.44.
11. The Landlord collected a rent deposit of \$1,330.44 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.
12. Interest on the rent deposit, in the amount of \$22.23 is owing to the Tenant for the period from April 1, 2025 to November 30, 2025.
13. 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 Tenant shall pay to the Landlord \$163.77. This amount includes rent arrears owing up to November 30, 2025 and the cost of the application minus the rent deposit and interest owing.
2. If the Tenant does not pay the Landlord the full amount owing on or before February 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 24, 2026 at 4.00% annually on the balance outstanding.

February 12, 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.

