



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

File Number: LTB-L-102222-25

In the matter of: 3496 Covent Cres.
Mississauga, ON L5M7K7

Between: Olubusola Oniwide Landlord

And

Adnan Mohamad Houria Tenant
Aya Eissa Alswas
Mohamad Essa Alsawas

Olubusola Oniwide (the 'Landlord') applied for an order requiring Adnan Mohamad Houria, Aya Eissa Alswas and Mohamad Essa Alsawas (collectively the 'Tenant') to pay the rent owed.

This application was heard by videoconference on February 11, 2026.

Only the Landlord attended the hearing.

As of 1:54 p.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 December 31, 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 December 1, 2025, to January 31, 2026.
3. The lawful rent is \$3,829.03. It is due on the 1st day of each month.
4. The Tenant has not made any payments since the application was filed.
5. Section 88 (1) of *the Residential Tenancies Act, 2006* ("the Act") contains rules that govern how much rent a tenant may owe if they vacate a rental unit and the

tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy, as was the case here. It states:

88 (1) If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

1. If the tenant vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.

2. If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be.

6. 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, the Tenant's obligation to pay rent ended on January 31, 2026, which would have been the earliest termination date specified if a notice had been given by the Tenant on November 21, 2025.
7. The rent arrears and daily compensation owing to January 31, 2026, are \$7,579.30.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$3,700.00 from the Tenant and this deposit is still being held by the Landlord.
10. Interest on the rent deposit, in the amount of \$82.38 is owing to the Tenant for the period from January 10, 2025, to December 31, 2025.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,982.92. This amount includes rent arrears owing up to January 31, 2026, and the cost of the application.

2. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026, at 4.00% annually on the balance outstanding.

February 17, 2026
Date Issued

Ken Audziss
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.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.