



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

Citation: 220 GORDON LTD. v BISNOTT, 2026 ONLTB 15879

Date: 2026-02-19

File Number: LTB-L-098797-25

In the matter of: 33-220 Gordon St.
Guelph, ON N1G1X3

Between: 220 Gordon Ltd.

Landlord

And

Ryon Bisnott
Tyre Simm-Bisnott

Tenant

220 Gordon Ltd. (the 'Landlord') applied for an order requiring Ryon Bisnott and Tyre Simm-Bisnott (collectively the 'Tenant') to pay the rent owed.

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

Only the Landlord's Representative, Amy McCue, the Landlord's Agent, Kan Vivek, and the Landlord's witness, Lesley Halliday, attended the hearing.

As of 9:49 a.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 November 30, 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 October 1, 2025, to February 28, 2026.
3. The lawful rent is \$1,700.00. It is due on the 1st 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. As such, the Tenant could be liable for rent until the end of the fixed term, July 31, 2026.

6. A tenant's liability to pay rent after they have vacated the rental unit without first lawfully terminating the tenancy is addressed in section 88 of the *Residential Tenancies Act, 2006* (Act). Section 88(1)(3) of the Act states that:

If the Landlord enters into a new tenancy agreement with a new tenant with respect to the rental unit, the tenant who abandoned or vacated the rental unit is not liable to pay an amount of arrears of rent that exceeds the lesser of the following amounts:

...

2. The amount of arrears of rent owing for the period that ends on the date the new tenant is entitled to occupy the rental unit.

7. Section 88(1)(4) of the Act states 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. On February 2, 2026, the Landlord served evidence disclosure (DOC-7278472) containing communications between the parties. Included was a portal submission from the Tenant dated September 23, 2025, at 1:05 p.m., requesting a transfer to another rental unit, specifically a unit on a lower floor or unit 4 at 236 Gordon Street.
9. On September 24, 2025, at 8:52 a.m., the Landlord's Agent responded through the portal advising that an alternate unit in the same building would be available as of October 1, 2025, and invited the Tenant to make contact if they wished to proceed. The Tenant replied requesting a tour of the available unit later that week.
10. On October 2, 2025, at 9:33 a.m., the Tenant submitted a further inquiry through the portal indicating an intention to vacate the rental unit; however, no proposed vacate date was provided.
11. On October 8, 2025, at 2:49 p.m., the Landlord's Agent responded, advising that the Tenant's October 2, 2025, message did not meet the legal requirements to terminate the tenancy under the Residential Tenancies Act. The Landlord outlined steps that would be taken to market and show the unit to prospective tenants and advised that if the unit could not be re-rented, the Tenant would remain responsible for rent up to and including June 2026, with the last month's rent to be applied to July 2026.
12. The Landlord included additional portal correspondence showing ongoing discussions with the Tenant regarding unit transfer options and settlement of unpaid rent through October 27, 2025. A portal entry dated November 3, 2025,

by the Landlord's Agent states, "Tenant did not take offers presented for transfer." The Tenant ultimately vacated the rental unit on November 30, 2025.

13. The Landlord's Representative provided evidence of ongoing and reasonable efforts to mitigate losses, including consistently advertising the unit for rent at or below the monthly rent previously paid by the Tenant across multiple platforms since the Tenant vacated. Despite these efforts, no requests for showings have been received and the unit remains vacant as of the hearing date. Accordingly, the Tenant's obligation to pay rent ends on February 28, 2026, in accordance with section 88(1)1 of the Act, which limits arrears to the earliest date the tenancy could have been terminated had the Tenant provided proper notice.
14. The rent arrears and daily compensation owing to February 28, 2026, are \$8,500.00.
15. The Landlord collected a rent deposit of \$1,700.00 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.
16. Interest on the rent deposit, in the amount of \$21.13 is owing to the Tenant for the period from July 28, 2025, to February 28, 2026.
17. 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 \$6,964.87. This amount includes rent arrears owing up to February 28, 2026, 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 March 2, 2026, the 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

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.