



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

File Number: LTB-L-051909-25

In the matter of: 805, 15 SOLIDARITY WAY
TORONTO ON M6K0G8

Between: 39 East Liberty Residences LP

Landlord

And

Marquis Waters

Former Tenant

39 East Liberty Residences LP (the 'Landlord') applied for an order requiring Marquis Waters (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on February 17, 2026.

The Landlord's legal representative, Cristina Goncalves, attended the hearing.

As of 11:12am, 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 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 October 21, 2025 by the Landlord obtaining the Former Tenant's current address through a skip tracing service.
5. The Former Tenant vacated the rental unit on August 31, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent arrears owing

8. The lawful rent was \$2,175.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$71.51. This amount is calculated as follows: \$2,175.00 x 12, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The Former 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 Former Tenant's obligation to pay rent ended on September 30, 2024.
12. The Landlord is claiming rent arrears and daily compensation owing to September 30, 2024 are \$6,525.00.
13. The Landlord's legal representative stated the Landlord found the rental unit abandoned sometime around August 30, 2024. The Landlord prepared the rental unit and listed the rental unit as available within 10 days after the Former Tenant abandoned the rental unit. the Landlord received an application for new tenants on October 2, 2024 and were able to re-rent the rental unit for October 2024.

The Residential Tenancies Act, 2006 (the "Act") and Analysis

14. Section 88 of the Act states:

Arrears of rent when tenant abandons or vacates without notice

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. 2006, c. 17, s. 88 (1).

15. Section 16 of 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.

16. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application.

17. I am satisfied based on the Landlord's legal representative submissions the Landlord attempted to minimize the losses when the Former Tenant abandoned the rental unit and therefore the Landlord is entitled to rent arrears owing up to September 30, 2024.

18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

15. The Landlord collected a rent deposit of \$2,175.00 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.

16. Interest on the rent deposit, in the amount of \$16.54 is owing to the Former Tenant for the period from June 12, 2024 to September 30, 2024.

17. 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.

18. 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 \$6,525.00, which represents rent and compensation owing up to September 30, 2024.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$2,191.54 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 \$4,519.46*. 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 March 10, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 11, 2026 at 4.00% annually on the balance outstanding.

February 27, 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 September 30, 2024	\$6,525.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,175.00
Less the amount of the interest on the last month's rent deposit	- \$16.54
Total amount owing to the Landlord	\$4,519.46