



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-040805-25

In the matter of: basement, 3655 County Rd 3
CARRYING PLACE ON K0K1L0

Between: Kimberley Van Steen Landlord

And

Michael MacChesney Former Tenant

Kimberley Van Steen (the 'Landlord') applied for an order requiring Michael MacChesney (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.

Only the Landlord attended the hearing.

As of 9:25am, 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 December 5, 2025 by leaving the documents in the Former Tenant's new residence mailbox.
5. The Landlord stated she obtained the Former Tenant's new address from the Former Tenant when he moved out of the rental unit. the Former Tenant's new current address is a home the Former Tenant purchased 10 houses away from the rental unit.

6. The Former Tenant vacated the rental unit on February 1, 2025.
7. 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 \$2,000.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The Landlord claims rent arrears and daily compensation owing to May 15, 2025 are \$5,000.00.
12. The Landlord stated 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.
13. The Landlord stated that the Former Tenant entered into a fixed term tenancy agreement commencing on October 1, 2024 ending September 30, 2025.
14. The Landlord stated the Former Tenant informed the Landlord on December 17, 2024 in conversation that he was giving her his 60 days notice and would be vacating the rental unit. The Landlord informed the Tenant of his obligation under the tenancy agreement for a fixed term and did not accept the Former Tenant's notice to terminate the tenancy.
15. The Landlord stated the Former Tenant vacated the rental on February 1, 2025.
16. The Landlord stated that given the Former Tenant's improper notice so close to Christmas she was not able to advertise the rental unit until January 5, 2025. The Landlord posted ads on Facebook Marketplace and eventually had to drop the rent from \$2,000.00 to \$1,800.00 to attract potential renters.
17. The Landlord was able to find a new tenant who had an existing lease at another rental unit, and the Landlord was able to sign a tenancy agreement with the new tenant sometime in mid March 2025 for a new tenancy agreement commencing on May 16, 2025.
18. The Landlord is seeking arrears up to the day the Landlord was able to re-rent the rental unit and submits attempts were made prior to the Former Tenant vacating to re-rent the rental unit as quickly as possible.
19. 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).

20. 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.

21. 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 for arrears of rent up to May 15, 2025 in accordance with section 88 and section 16 of the Act.

22. I find the Landlord credible in her testimony regarding the Former Tenant not providing proper notice and I am satisfied the Landlord has met the obligation under section 16 to minimize her losses and acquire a new tenant in a reasonable time.

23. Therefore, the Former Tenant's obligation to pay rent ended on May 15, 2025.

24. 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 \$2,000.00 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 \$34.52 is owing to the Former Tenant for the period from September 6, 2024 to May 15, 2025.

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 \$5,000.00, which represents rent and compensation owing up to May 15, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$2,034.52 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 \$3,151.48*. 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 8, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 9, 2026 at 4.00% annually on the balance outstanding.

February 25, 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 May 15, 2025	\$5,000.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$34.52
Total amount owing to the Landlord	\$3,151.48