



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

File Number: LTB-L-105680-25

In the matter of: 04, 3791 Portage Rd.
Niagara Falls, ON L2J 2L1

Between: 5259 Dorchester Road (Niagara) Ltd. Landlord

And

Geoffrey Waters Tenant

5259 Dorchester Road (Niagara) Ltd. (the 'Landlord') applied for an order requiring Geoffrey Waters (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on February 24, 2026. Lauren Mogridge attended the hearing on behalf of the Landlord.

As of 10:30 a.m., the Tenant was not present, nor 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 Landlord filed an L9 application seeking arrears of rent on December 15, 2026. The Tenant was in possession of the rental unit at the time the application was filed.
2. On November 18, 2025, the Tenant gave the Landlord a notice to terminate their tenancy ('N9') with a termination date of January 31, 2026. The Tenant returned the keys to the rental unit on February 3, 2026.
3. Therefore, I find that the Tenant returned possession of the rental unit to the Landlord effective February 3, 2026.
4. However, the Landlord's evidence is that the Tenant was subject to a one-year fixed-term lease which was signed on October 1, 2025, and was set to end on September 30, 2026. The Landlord is seeking arrears of rent to the date of the hearing.
5. Although the Tenant gave the Landlord the proper notice that they planned to terminate their tenancy, that is the N9 form, the earliest date the Tenant could have terminated their tenancy was at the end of the one-year fixed term. In this case, that would be September 30, 2026.

6. Section 88 sets out and limits a tenant's liability for rent in such circumstances. It says in part:

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.
7. Section 47 of the Act, says: "A tenant may terminate a tenancy at the end of a period of the tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44."
8. Section 44(3) of the Act states "A notice under section 47, 58 or 144 to terminate a tenancy for a fixed term shall be given at least 60 days before the expiration date specified in the tenancy agreement, to be effective **on that expiration date.**" [Emphasis added]
9. However, ss. 88(4) of the Act says the Landlord must attempt to mitigate the Tenant's damages. That means the Landlord was obligated to make reasonable efforts to re-rent the unit. The Landlord's evidence is that as soon as the Tenant gave their N9 notice the Landlord began to advertise the rental unit for lease. The advertisement is on about ten websites including Face Book and Kijiji. As of the date of the hearing, the rental unit remains vacant. I am satisfied that the Landlord took reasonable steps to mitigate the Tenant's damages.
10. Although the Landlord could opt to have waited to a date in the future to determine when the Tenant's liability ends, the Landlord requests arrears to the date of the hearing. As this is not prejudicial to the Tenant, I accepted this submission.
11. The Tenant did not pay the total rent they were required to pay for the period from December 1, 2025, to February 28, 2026.
12. The lawful rent is \$2,199.00. It is due on the 1st day of each month.
13. The Tenant paid \$1.00 to the Landlord after the application was filed.
14. The rent arrears owing to February 24, 2026, are \$6,132.20.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$2,199.00 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 terminated.

17. Interest on the rent deposit, in the amount of \$19.23 is owing to the Tenant for the period from September 26, 2025, to February 24, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 3, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$4,098.97. This amount includes rent arrears owing up to February 24, 2026 and costs. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 10, 2026, the 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

Jane Dean

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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$6,132.20
Plus the application filing fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1.00
Less the amount of the last month's rent deposit	- \$2,199.00
Less the amount of the interest on the last month's rent deposit	- \$19.23
Total amount owing to the Landlord	\$4,098.97