



**Order under Section 87 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-015606-25

In the matter of: 60 SKYLINE TRAIL
NOBLETON ON L7B1N2

Between: ABDULSALAAM MOHAMED NOORANI Landlord

And

PARTHKUMAR SANJAYBHAI JANI Former Tenant

Abdulsalaam Mohamed Noorani (the 'Landlord') applied for an order requiring Parthkumar Sanjaybhai Jani (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also applied for an order requiring the Former Tenant to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also applied for an order requiring the 'Former Tenant to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on November 6, 2025.

Only the Landlord's agent Imran Noorani, and the Landlord's Representative, Berkan Altun attended the hearing.

As of 9:45 am, 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. Therefore, the Former Tenant shall pay \$31,290.89 to the Landlord on or before March 13, 2026.

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 August 7, 2025, by mailing to the Former Tenant's current residence.
5. The Former Tenant vacated the rental unit on December 19, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

7. The lawful rent was \$14,500.00. It was due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$476.71. This amount is calculated as follows: \$14,500.00 x 12, divided by 365 days.
9. The Former Tenant has not made any payments since the application was filed.
10. The Landlord testified that on November 2, 2024, the Former Tenant sent an email providing 60 days' notice to terminate the tenancy and indicating an intention to vacate "around December 16, 2024". The tenancy agreement is a fixed term from January 1, 2024, to December 31, 2026. The Landlord seeks rent to the end of the fixed term on the basis that the notice was not valid under the Act.
11. Sections 44 and 47 of the Act allow a tenant to terminate a tenancy at the end of a period of the tenancy or at the end of the fixed term by giving 60 days' notice to the landlord.
12. Although the Former Tenant provided 60 days' notice, the termination date identified in the notice preceded the end of the fixed term. The notice therefore did not comply with the Act. There was no agreement between the parties to terminate early. I therefore turn to section 88 of the Act.
13. Section 88 of the Act 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.
14. In the matter before me, the tenancy was a fixed term ending December 31, 2026. A notice given on November 2, 2024, could not lawfully terminate the tenancy before December 31, 2026. Therefore, the earliest termination date that could have properly been listed on a notice of termination given on November 2, 2024, is December 31, 2026.
15. Section 88(4) of the Act also requires me to consider whether the Landlord took reasonable steps to mitigate its losses. Section 16 of the Act sets out that the person entitled to a claim has a duty to take reasonable steps to minimize the persons losses. In this case, that obligation rests on the Landlord.
16. The Landlord testified that they were looking to sell the rental unit to mitigate their losses and were recommended by a sales representative to list the rental unit for sale June 2025 due to the as the time to sell and to get the most value for the property. The Landlord also testified due to the damages and condition of the rental unit they were not able to re-rent the rental unit. The Landlord' testified that the unit was not re-rented or sold but is due to close to on November 7, 2025.
17. I accept that a landlord may choose to sell a property rather than re-rent it. However, the obligation under section 88(4) of the Act requires the Landlord to take reasonable steps to mitigate losses arising from the Former Tenant's improper termination. The decision to delay listing the property until June 2025 in order to maximize sale value does not, in itself, constitute reasonable mitigation of rental losses for the period immediately following vacancy. There was no evidence before me that the Landlord took steps to advertise the unit for rent, engage a leasing agent, or otherwise attempt to secure a replacement tenant between December 2024 and the anticipated sale.
18. Mitigation is not about what is best for the Landlord or best designed to maximize the Landlord's profits. The Landlord's obligation to mitigate cannot simply mean the Landlord can do whatever is best for the Landlord. If that were true, the Landlord would never be required to seek to re-rent the unit over other vacant of available units.
19. The Landlord's evidence with respect to mitigation was vague and unsupported by documentary proof. No rental listings, communications with prospective tenants, repair invoices demonstrating efforts to prepare the unit for re-rental, or timelines of remediation work were provided. Further, the Landlord did not take reasonable steps to promptly confirm the exact vacancy date. In the absence of persuasive evidence of active efforts to re-rent the unit, I am not satisfied that the Landlord met the obligation to mitigate losses as required by section 88(4) of the Act.
20. As a result, although the Former Tenant's notice did not comply with the Act and section 88(1) would otherwise extend liability to the end of the fixed term, the Landlord's failure to mitigate limits the Former Tenant's responsibility.

21. While I have found that the Former Tenant is not liable for rent to December 31, 2026, due to the Landlord's failure to mitigate, it remains necessary to determine the period for which the Former Tenant is properly responsible for rent.
22. The Former Tenant provided written notice on November 2, 2024. The lawful rent was payable on the first day of each month. Section 44(2) of the Act requires that a tenant who wishes to terminate a monthly tenancy give at least 60 days' notice, and that the termination date be the last day of a rental period.
23. Sixty days from November 2, 2024, would fall on January 1, 2025. As this date is not the last day of a rental period, the earliest lawful termination date that could have been specified in compliance with section 44(2) would be January 31, 2025.
24. In the circumstances, I find it reasonable to limit the Former Tenant's liability to January 31, 2025. Although section 88(1) would otherwise extend liability to the end of the fixed term, the Landlord did not take reasonable steps to mitigate its losses following the vacancy in December 2024. January 31, 2025 represents the earliest lawful termination date that could have been specified in compliance with section 44(2) of the Act and provides a reasonable period following vacancy within which the Landlord could have mitigated its losses. I therefore find that the Former Tenant's obligation to pay rent ended on January 31, 2025.
25. The rent arrears and daily compensation owing up to January 31, 2025, total \$43,500.00. The Former Tenant shall pay this amount to the Landlord.

Compensation for unpaid utility costs

26. The Former Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
27. The Landlord incurred reasonable out-of-pocket expenses of \$1,850.97 as a result of the Former Tenant's failure to pay water costs.
28. The Landlord presented a copy of the tenancy agreement indicating that water is not included in the rent. The Landlord submitted a copy of the agreement in support of this statement.
29. The Landlord testified that there is a balance owing of \$1,850.97 for water charges incurred up to and including December 18, 2024. The Landlords submitted copies of the invoices received from the Township of King showing these charges. The utility bills include the billing period for the use of water in the rental unit from July 1, 2024 up to and including October 31, 2024.
30. Based on the evidence presented at the hearing, I find, on a balance of probabilities, that the Former Tenant was responsible for paying the cost of the water utilities for the rental unit. Accordingly, I am satisfied that the Former Tenant's non-payment of the City's water bills has substantially interfered with the Landlord's lawful right to have the utility bills paid by the Former Tenant under the tenancy agreement.

31. The Landlord has incurred \$1,850.97 in reasonable out-of-pocket expenses as a result of the unpaid utilities, and the Landlord is entitled to reimbursement of those costs pursuant to section 88.1 of the Act.

Compensation for damage

32. The Landlord alleges the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. The Landlord is seeking compensation for significant damage to the rental unit. The Landlord submitted a breakdown of damages in the amount \$1,638.50 including the carpet cleaning and water leak damages in the basement.

Carpet Cleaning

33. The Landlord alleges that the Former another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the carpet within the rental unit. The Landlord had testified that the Former Tenant had stained the carpet throughout the unit that is beyond the normal wear and tear. The Landlord had provided photos of the rental unit prior to the commencement of the tenancy beginning and provided photos of the rental unit showing stains on the carpet in multiple rooms. The Landlord testified that they required professional services to clean the carpet and provided the invoice to the Board.
34. Based on the uncontested evidence before me, I am satisfied that the Former Tenant has both negligently and wilfully caused damaged to rental unit by staining the carpets. Pursuant to section 89 of the Act, the Landlord may ask the Board to pay reasonable costs that Landlords will incur for repairs and replacement of damaged property. Based on the evidence before me, I find the costs of \$678.00 is reasonable under the circumstances.

Water Leak

35. The Landlord alleges that the Former another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit by causing water leak in the basement. The Landlord had testified that the Former Tenant had caused damage through the water leak in the basement which is beyond the normal wear and tear as the rental unit was in good condition prior to the commencement of the tenancy. The Landlord had provided photos of the rental unit prior to the commencement of the tenancy beginning and provided a photo of the water leak in the rental unit. The Landlord testified that they required professional services to repair the water leak and provided the invoice to the Board.
36. Section 34 of the Act states that the tenant is responsible for the repair of undue damage to the rental unit or residential complex caused by the wilful or negligent conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant.

37. Therefore, to be entitled to compensation for damages the Landlords in this application must prove that the Former Tenant wilfully or negligently caused the undue damage.
38. The burden is on the Landlords to establish that the Former Tenant wilfully or negligently caused damage to the rental unit. Based on the uncontested evidence, I am not satisfied, on a balance of probabilities, that the Former Tenant caused the water leak.
39. The Landlord testified that he did not know how or what caused the damage, just that the damage was not there before the Former Tenant moved in.
40. The only other evidence from the Landlord was the suggestion that maybe the Former Tenant tampered with the pipes, however, the Landlord did not submit any evidence to demonstrate that the Former Tenant caused the damage shown in the photograph.
41. Given all of the evidence before me, I find that the evidence is insufficient to establish that the Former Tenant, an occupant, or a guest wilfully or negligently caused the water leak. As a result, this portion of the damage claim is dismissed.

Rent Deposit

42. The Landlord collected a rent deposit of \$14,500.00 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.
43. Interest on the rent deposit, in the amount of \$424.08 is owing to the Former Tenant for the period from December 1, 2023 to December 31, 2024.
44. 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 Former Tenant shall pay to the Landlord \$43,500.00, which represents rent and compensation owing up to January 31, 2025.
2. The Former Tenant shall also pay to the Landlord \$1,850.97, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenant shall also pay to the Landlord \$678.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
4. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes \$14,924.08 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.
6. The total amount the Former Tenant owes the Landlord is \$31,290.89*. See Schedule 1 for the calculation of the amount owing.

7. If the Former Tenant does not pay the Landlord the full amount owing on or before March 13, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 14, 2026 at 4.00% annually on the balance outstanding.

March 2, 2026
Date Issued

Joshua Labbe
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 January 31, 2025.	\$43,500.00
Utility Costs	\$1,850.97
Damage Costs	\$678.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$14,500.00
Less the amount of the interest on the last month's rent deposit	-\$424.08
Total amount owing to the Landlord	\$31,290.89