



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

**File Number:** LTB-L-061562-24

**In the matter of:** 204, 2345 UNIVERSITY AVE W  
WINDSOR ON N9B1E8

**Between:** 1912802 ONTARIO INC. Landlord

**And**

Kenzie Tapp Tenants  
Lisa Tapp

1912802 ONTARIO INC. (the 'Landlord') applied for an order requiring Kenzie Tapp and Lisa Tapp (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on January 22, 2026.

Only the Landlord's agent, Caroline Chevalier attended the hearing.

As of 1:30 p.m, the Tenants were 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 Tenants vacated the rental unit on August 1, 2024. The Tenants were in possession of the rental unit on the date the application was filed.
2. The Tenants did not pay the total rent they were required to pay for the period from June 1, 2024 to April 30, 2025.
3. The lawful rent is \$1,332.50. It is due on the 1st day of each month.
4. The Tenants have not made any payments since the application was filed.
5. The Tenants are 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 Tenants' obligation to pay rent ends on April 30, 2025.
6. The Landlord's agent testified that the Tenants were in a fixed term tenancy from May 1, 2024 to April 30, 2025.

7. Section 88 of the *Residential Tenancies Act, 2006* (the “Act”) sets out the manner in which rent arrears are to be determined where a tenant vacates a rental unit without giving valid notice. In this matter, the Tenants provided verbal notice on June 2, 2024, advising that they intended to vacate the rental unit on July 31, 2024, prior to the expiry of the fixed term. An inspection conducted on August 1, 2024 confirmed that the rental unit was vacant. The Tenants did not return any keys, as access to the residential complex is controlled by coded entry. As the tenancy was for a fixed term, the earliest lawful termination date in accordance with the Act was April 30, 2025.
8. Subsection 88(4) of the Act requires the Landlord to mitigate their losses in accordance with section 16. The Landlord’s agent submitted documentary evidence establishing that immediately upon receiving the Tenants’ verbal notice, the Landlord took steps to re-rent the unit by posting advertisements on Kijiji and Facebook Marketplace on the same day notice was received.
9. The Landlord’s agent testified that, as of the date of the hearing, the rental unit remained vacant. The agent further testified that due to a decline in international student enrollment, the Landlord has been unable to secure a new tenant.
10. I accept the uncontested evidence of the Landlord’s agent and am satisfied that the Landlord made reasonable efforts to mitigate their losses as required by the Act. The evidence establishes that the rental unit was advertised promptly following receipt of the Tenants’ verbal notice; however, despite these efforts, the Landlord was unable to re-rent the unit and thereby reduce the losses incurred for the balance of the fixed term. Accordingly, rent arrears shall be calculated up to April 30, 2025, being the end of the fixed term and the earliest date on which the Tenants could have lawfully terminated the tenancy in accordance with the Act.
11. The rent arrears and daily compensation owing to April 30, 2025 are \$13,425.00.
12. The Landlord collected a rent deposit of \$1,300.00 from the Tenants 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.
13. Interest on the rent deposit, in the amount of \$102.84 is owing to the Tenants for the period from March 2, 2022 to April 30, 2025.
14. 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 Tenants shall pay to the Landlord \$12,208.16. This amount includes rent arrears owing up to April 30, 2025 and the cost of the application minus the rent deposit and interest owing.
2. If the Tenants do not pay the Landlord the full amount owing on or before March 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 21,

2026 at 4.00% annually on the balance outstanding.

**March 9, 2026**  
**Date Issued**

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Christina Philp  
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.