



Order under Section 87 Residential Tenancies Act, 2006

Citation: Hawkins v Jordan, 2026 ONLTB 21813

Date: 2026-03-13

File Number: LTB-L-060740-25

In the matter of: A6, 1430 Highland Road
Kitchener Ontario N2N0C3

Between: Sandra Hawkins Landlord

And

Sean P Jordan Former Tenant

Sandra Hawkins (the 'Landlord') applied for an order requiring Sean P Jordan (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on February 19, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant must pay the Landlord \$1,916.00.

L10 Application

2. Section 44(2) of the Residential Tenancies Act, 2006 (the 'Act') requires a tenant terminating a monthly tenancy to give at least 60 days' written notice, ending on the last day of a rental period.
3. The Tenant acknowledged at the hearing that he did not provide written notice to the Landlord terminating the tenancy. The Tenant vacated the rental unit on July 1, 2025.
4. The Tenant testified that he discussed leaving the rental unit with the Landlord's brother but did not provide written notice to the Landlord.
5. I find communication with the Landlord's brother does not satisfy the notice requirements set out in the Act. As a result, the Tenant did not lawfully terminate the tenancy in accordance with section 44 of the Act.

6. Section 88(2) of the Act provides that if a tenant vacates the rental unit after giving notice that was not in accordance with the Act, rent arrears are owing for the period that ends on the earliest termination date that could have been specified in the notice.
7. In this case, the earliest lawful termination date the Former Tenant could have specified on the date he vacated the rental unit July 1, 2025, would be September 30, 2025.

Mitigation

8. Section 16 of the Act requires that a person entitled to claim an amount resulting from a breach of a tenancy agreement take reasonable steps to minimize their losses.
9. The Landlord testified that after the Tenant vacated the rental unit, the Landlord decided to sell the property rather than attempt to re-rent the unit.
10. The Landlord testified that the property was listed for sale on July 17, 2025 and was sold on or about August 17, 2025, with closing scheduled for September 15, 2025.
11. The Landlord acknowledged that no efforts were made to re-rent the rental unit after the Tenant vacated because the Landlord intended to sell the property.
12. The Landlord acknowledged that no efforts were made to re-rent the rental unit after the Tenant vacated because the Landlord intended to sell the property.
13. The duty to mitigate requires a landlord to make reasonable efforts to re-rent the rental unit where possible. The Landlord chose to list the property for sale shortly after the Tenant vacated and did not attempt to re-rent the rental unit.
14. By electing to sell the property rather than attempt to re-rent it, the Landlord did not take reasonable steps to mitigate rental losses beyond July 2025.
15. The Former Tenant remained in the unit on July 1, 2025. In these circumstances, I find the Former Tenant is responsible for the rent for the month of July 2025.
16. The rent owing for July 2025 is \$1,730.00.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Payment Plan

18. The Former Tenant requested to pay the outstanding owing in \$200.00 instalments. Given the Former Tenant's income, I find it reasonable to grant the Tenant's request. The amount owing to the Landlord shall be paid in accordance with the order set out below

It is ordered that:

1. The total amount the Former Tenant owes the Landlord is \$1,916.00.
2. The Former Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date Payment Due	Payment Amount
The first day of each month beginning March 1, 2026, and ending November 1, 2026	\$200.00
December 1, 2026	\$116.00

3. If the Former Tenant fails to make any one of the payments in accordance with this order, the outstanding balance to be paid by the Former Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing. The Former Tenant will also start to owe interest. This will be simple interest calculated from the day after the breach at 4.00% annually on the balance outstanding.

March 13, 2026
Date Issued

Bryan Delorenzi
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.