



## **Order under Section 87 Residential Tenancies Act, 2006**

**File Number:** LTB-L-076020-25

**In the matter of:** 604, 1 JARVIS ST  
HAMILTON ON L8R0A8

**Between:** VMH Properties Landlord

**And**

Zacharia Ozioma Former Tenant

VMH Properties (the 'Landlord') applied for an order requiring Zacharia Ozioma (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on March 12, 2026.

The Landlord's Agent, Maxwell MacLean and the Former 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 shall pay to the Landlord \$1,866.67 which represents the rent and daily compensation owing to September 30, 2025 and the cost of filing this application.
2. 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.
3. These documents were served on December 12, 2025 by email.
4. The Former Tenant testified that he vacated the rental unit on August 14, 2025 and returned the keys to the Landlord. a text message between the Landlord and the Former Tenant dated August 16, 2025 was entered as evidence in which the Landlord asks which day the keys were returned and the Former Tenant responds, "I dropped off the key on Thursday." The Landlord submits that the Former Tenant vacated August 26, 2025.
5. Based on the evidence before me, I am satisfied that the Former Tenant vacated the rental unit on or before August 14, 2025.
6. It was undisputed between the parties that the Former Tenant gave the Landlord an N9 notice of termination dated July 11, 2025 with a termination date of July 31, 2025.

7. The Landlord's Agent claimed rent arrears up to and including September 30, 2025 as the Former Tenant did not give notice in accordance with the Act and the rental unit was re-rented for October 1, 2025.
8. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
9. Sections 47 and 44(2) of the *Residential Tenancies Act, 2006* (the 'Act') state that:

**47** A tenant may terminate a tenancy at the end of a period of the tenancy or 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.

**44 (2)** A notice under section 47, 58 or 144 to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period.

10. Section 88(1) of the Act states:

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.

11. The tenancy was a month-to-month tenancy and the Former Tenant vacated after giving notice that was not in accordance with this Act. Based on the evidence before me, I was not satisfied that the Former Tenant gave 60 days notice as required by the Act.
12. Application of section 88(1) para. 1 suggests that the Former Tenant may owe rent up to September 30, 2025, as that is the earliest termination date that the Former Tenant could have properly specified on the notice of termination.
13. However, subsection 88 (3) of the Act provides that in determining the amount of rent owing, I must consider whether the Landlord re-rented the unit, and subsection 88 (4) of the Act provides that I must give consideration to whether the Landlord took reasonable steps to minimize their losses in accordance with section 16 of the Act.
14. Section 16 of the Act requires that a party who is going to be harmed by the actions of another must take steps to minimize the harm caused to them. In this case, the Landlord had a duty to mitigate their vacancy loss by taking reasonable steps to rent the unit on or after August 14, 2025, when they found out that the Former Tenant had vacated without giving notice.

15. The Landlord's Agent testified that the Landlord attempted to re-rent the rental unit as soon as possible and entered into a new lease agreement with a start date of October 1, 2025.
16. Based on the evidence before me, I am satisfied that the Landlord took reasonable steps to mitigate their losses. Although the Landlord did not submit the new lease into evidence, I accept the Landlord's submissions as credible.
17. Given that the tenancy was not lawfully terminated, and no 60 days' notice was provided, the Former Tenant remains liable for the rent up to the earliest proper termination date that could have been included in their notice. The Landlord was able to secure a new tenancy effective October 1, 2025. The Former Tenant's liability extends to September 30, 2025.
18. Based on the rent, the daily rent/compensation is \$57.29. This amount is calculated as follows:  $\$1,742.50 \times 12$ , divided by 365 days.
19. The Former Tenant has paid \$42.50 after the application was filed.
20. The rent arrears and daily compensation owing to are \$3,442.50.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. The Landlord collected a rent deposit of \$1,700.00 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 Former Tenant is required to pay.
23. Interest on the rent deposit, in the amount of \$61.83 is owing to the Former Tenant for the period from April 18, 2024 to September 30, 2025

**It is ordered that:**

1. The Former Tenant shall pay to the Landlord \$3,442.50, which represents rent and compensation owing up to September 30, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$1,761.83 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 \$1,866.67\*. 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 31, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

**March 20, 2026**  
**Date Issued**

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Christopher Lin  
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                                   | \$3,442.50   |
| Application Filing Fee                                           | \$186.00     |
| Less the amount of the last month's rent deposit                 | - \$1,700.00 |
| Less the amount of the interest on the last month's rent deposit | - \$61.83    |
| Total amount owing to the Landlord                               | \$1,866.67   |