



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-077140-25

In the matter of: upper, 265 A BOON AVE
TORONTO ON M6E4A1

Between: Diana Oliveira Landlord

And

Diana Reinoso Former Tenants
Fabian Reinoso

Diana Oliveira (the 'Landlord') applied for an order requiring Diana Reinoso and Fabian Reinoso (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

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

Only the Landlord attended the hearing.

As of 9:30 a.m., the Former Tenants were 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 Tenants shall pay to the Landlord 6,703.50 which represents the rent and compensation owing to June 27, 2025 and the costs of filing this application.
2. I am satisfied that the Landlord served the Former Tenants 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 Tenants 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. The L10 application was served on September 15, 2025 via email and the Notice of Hearing was served on February 2, 2026 via email.

5. The Former Tenants vacated the rental unit on March 28, 2025.
6. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.
8. The Former Tenants have not made any payments since the application was filed.
9. The Former 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 Former Tenants' obligation to pay rent ended on June 27, 2025.
10. The rent arrears and daily compensation owing to June 27, 2025 are \$9,900.00.
11. Sections 47 and 44(4) 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 (4) 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.

12. 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.

13. The Landlord testified that tenancy was a one-year fixed-term tenancy from June 28, 2024 to June 27, 2025 and the Former Tenants 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 Tenants gave 60 days notice before the expiration date of the tenancy agreement as required by the Act.
14. Application of section 88(1) para. 1 suggests that the Former Tenants may owe rent up to June 27, 2025, as that is the earliest termination date that the Former Tenants could have properly specified on the notice of termination.

15. 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.
16. 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 March 28, 2025, when they found out that the Former Tenants had vacated without giving notice.
17. The Landlord testified that they took immediate steps to list the rental unit for rent and that the rental unit was re-rented effective July 1, 2025.
18. Based on the uncontested evidence of the Landlord, I am satisfied that the Landlord took reasonable steps to mitigate their losses.
19. Given that the tenancy was not lawfully terminated, and no 60 days' notice was provided, the Former Tenants remain liable for the rent up to the earliest proper termination date that could have been included in their notice which is June 27, 2026.
20. The Landlord incurred costs of \$186.00 for filing the application and is/are entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$3,300.00 from the Former Tenants 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 Tenants are required to pay.
15. Interest on the rent deposit, in the amount of \$82.50 is owing to the Former Tenants for the period from June 28, 2024 to June 27, 2025.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$9,900.00, which represents rent and compensation owing up to June 27, 2025.
2. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$3,382.50 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 Tenants.
4. The total amount the Former Tenants owe the Landlord is \$6,703.50*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenants do not pay the Landlord the full amount owing on or before March 31, 2026, the Former Tenants 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

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 Tenants must pay the Landlord:

Rent and Compensation Owing To June 27, 2025	\$9,900.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,300.00
Less the amount of the interest on the last month's rent deposit	- \$82.50
Total amount owing to the Landlord	\$6,703.50