



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-040916-25-RV

In the matter of: 2505, 570 BAY ST
TORONTO ON M5G0B2

Between: Concert Realty Services Ltd on behalf of Bay Street Landlord
Residential Inc.

And

Shiva Chaudhary Former
Tenant

Review Order

Concert Realty Services Ltd on behalf of Bay Street Residential Inc. (the 'Landlord') applied for an order requiring Shiva Chaudhary (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was resolved by order LTB-L-040916-25 issued on February 11, 2026.

On February 23, 2026, the Tenant requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. The Tenant's review request ("RTR") claims that Board order issued February 11, 2026 (the "Order") contains a serious error.
2. By way of background, the Landlord filed an L10 Application and sought rent arrears for the months of May and June 2025. In awarding the Landlord the requested sum, the member noted the Tenant gave notice of termination to the Landlord in April of 2025 however the Tenant's early notice of termination was refused by the Landlord.
3. The RTR states the member seriously erred as the notice of termination of tenancy was, in fact, given in February 2025. As such, the Tenant claims the requisite 60-day notice requirement was met entitling the Tenant to end the tenancy on April 30, 2025.
4. I disagree the member made an error on a material issue which would potentially change the result of the order. In this regard, the parties signed a 1-year lease commencing October 1, 2024 and ending September 30, 2025.

5. Section 44(3) of the Residential Tenancies Act, 2006 (the “Act”) is the applicable provision and only allows the Tenant to terminate the tenancy “*on the last day of a year period on which the tenancy is based*” [emphasis added].
6. While the Tenant’s obligation to pay rent ceased before the end of the 1 year lease due to the Landlord mitigating their damages (and re-leasing the property in July 2025), the Tenant had no right to unilaterally end the tenancy on April 30, 2025. The Tenant was only allowed to terminate the tenancy at the end of the 1 year lease. I therefore find no error in the member’s decision to award the Landlord the outstanding rent owing for the months of May and June 2025.
7. As I am not satisfied that there is a serious error in the order or the proceedings, the Tenant’s RTR is denied.

It is ordered that:

1. The request to review order LTB-L-040916-25 issued on February 11, 2026 is denied. The order is confirmed and remains unchanged.

March 17, 2026
Date Issued

Peter Nicholson
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.