



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

Citation: RAJI v RAAD, 2026 ONLTB 18359

Date: 2026-03-18

File Number: LTB-L-105986-25

In the matter of: 2, 85 YORK ST
ST CATHARINES ON L2R6E1

Between: ABDUL RAJI Landlord

and

AHMAD RAAD Tenant

ABDUL RAJI (the 'Landlord') applied for an order requiring AHMAD RAAD (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on February 24, 2026.

The Landlord and the Tenant attended the hearing. Mohammad Saby, the Tenant's cousin, also attended the hearing as agent for the Tenant and served as an interpreter for the Tenant during the hearing. The Tenant declined the opportunity to speak with Duty Counsel prior to the start of the proceeding.

Determinations:

1. The Tenant vacated the rental unit on December 31, 2025. The Landlord claims the Tenant owes two month's rent because he did not provide proper notice, and because, despite the Landlord's efforts, they have been unable to re-rent the rental unit.
2. We agree the Tenant provided improper notice; however, as this was a month-to-month tenancy and we find the Tenant's notice was provided 60 days in advance of January 31, 2026, we find any arrears owed could only be owed up to this date.
3. Ultimately, we find the Landlord did not take reasonable steps to mitigate and so we have limited the arrears found owing to the end of December 2025.
4. The parties agreed the last month's rent deposit being held by the Landlord would be applied to the outstanding arrears and so we find no arrears are owed. The Landlord's application is dismissed.

Tenant not permitted to raise issues under s. 82 and adjournment request denied

5. After the conclusion of the Landlord's evidence, the Tenant indicated they wished to raise issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord objected.
6. Rule 19.4 of the LTB's Rules of Procedure provides that a Tenant who wants to raise issues under section 82 of the Act shall give the Landlord a written description of each issue they intend to raise seven (7) days in advance of the hearing.
7. The LTB's records also reflect that on December 15, 2026, the Tenant was advised to complete and serve the 'Issues a Tenant Intends to Raise at a Rent Arrears Hearing' form at least seven (7) days in advance if he wanted to raise such issues.
8. The Tenant admitted he did not prepare or give the Landlord a list of issues he intended to raise under section 82 of the Act. However, it was submitted he had posted documents to the Tribunals Ontario Portal ('TOP') on January 20, 2026. The documents the Tenant posted to the TOP are a collection of photographs, text messages, and a statement from relatives without context.
9. We do not find the Tenant's posting of documents to the TOP sufficient to comply with the requirement he give the Landlord notice of issues to be raised under section 82 and we were not satisfied the Tenant could not have complied. As a result, the Tenant's request to raise issues under section 82 was denied.
10. Following the denial of his ability to raise issues under section 82, the Tenant asked for an adjournment to permit him to provide proper notice of his section 82 issues.
11. While section 82 restricts proliferation of separate proceedings before the LTB and provides for adjudication of set-off at the same time that arrears are calculated (See *Parousis v. Centurion Property Associates Inc.* 2026 ONSC 6864 at para. 20) here, the request to adjourn for this purpose was raised halfway through the proceeding and both parties were present and prepared to speak to the Landlord's claims.
12. Additionally, although related insofar as it may have affected amounts the Tenant was found to owe, we understood the actual matters in issue to be different. The questions before us include what the earliest date of termination the Tenant could have specified had he given proper notice and whether the Landlord took reasonable steps to mitigate. In contrast, we understood the Tenant wished to raise issues regarding why he had to leave the rental unit including alleged harassment.
13. As the Tenant only moved out of the rental unit a few months before this hearing, he remains free to seek legal advice and pursue any concerns he may have with respect to events that took place within one year of the date he may file a tenant application.
14. In the above circumstances, we did not find there was any prejudice in proceeding and found it most consistent with the requirement to proceed fairly and expeditiously to continue the hearing.
15. The Tenant's request for an adjournment was denied.

Applicable law and issues

16. The parties agree there is no order that has terminated the tenancy, the Landlord did not serve a notice of termination, and there was no agreement to terminate.
17. It was also not disputed that the Tenant did not give the proper length or form of notice to terminate the tenancy, nor that the Tenant moved out in accordance with the improper notice he did provide.
18. Where a tenant vacates without providing proper notice, section 88 of the Act governs how to calculate the arrears owed. The relevant portions of this section applicable here are subsections 88(1) and (4):

88(1) 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.

...

- (4) In determining the amount of arrears of rent owing under subsections (1), (2) and (3), consideration shall be given to whether or not the landlord has taken reasonable steps to minimize losses in accordance with section 16.

19. When the Tenant moved out the tenancy was month to month and rent was due on the first (1st). As a result, in accordance with sections 47 and 44 of the Act, the Tenant was required to give notice 60 days in advance of the end of month.

The earliest termination date the Tenant could have specified was January 31, 2026

20. The Tenant first emailed the Landlord he was leaving at the end of December with the keys available for return on January 1, 2026, on November 18, 2025 [Exhibit 2 – pp. 1 and 6 of EVID 7386949].
21. On December 2, 2025, the Tenant again advised the Landlord they were moving out on January 1, 2026 [Exhibit 2 – p. 3 of EVID 7386949].
22. We do not find any evidence suggested that after December 2, 2025, the Tenant revoked his intention or otherwise called it into doubt.
23. We find the Tenant then moved out in accordance with his email notices.

24. As of both November 18, 2025 and December 2, 2025, the earliest date of termination the Tenant could have lawfully specified was January 31, 2026 – the end of the rental period that was 60 days after December 2, 2025.
25. We therefore find the maximum period for which the Tenant can be found to owe arrears under section 88(1) of the Act is to January 31, 2026.

The Landlord did not take reasonable steps to mitigate his losses

26. The Landlord testified it is his standard procedure to seek confirmation when a tenant gives non-compliant notice.
27. The Landlord and Tenant met on November 19, 2025. During this discussion the Landlord advised the Tenant of the potential for subletting and the Tenant indicated he might know someone who could move in.
28. The Landlord testified that as a result of the Tenant indicating he might know someone who could move in and continue his tenancy, initial steps to start re-renting the rental unit were put on hold. The Landlord testified the Tenant never got back to him.
29. The Landlord also submitted the Tenant had not provided or responded to their multiple requests for proper notice in the form of an N9 – Tenant's Notice to End the Tenancy form and so testified they only listed the rental unit for lease once they were certain the Tenant was moving out.
30. We do not accept that the Tenant's notice of termination had to be on an N9 Form nor even that the Landlord had to receive an N9 Form in order to be certain the Tenant was moving out. In fact, the Landlord ultimately began listing the rental unit without having received a N9 Form and before the Tenant vacated – albeit this was not until the last week of December 2025.
31. We find that as of December 2, 2025, when the Tenant reaffirmed he would be moving out, the Landlord knew there was going to be no continuation of the tenancy through a sublet or otherwise.
32. We find support that the Landlord knew the Tenant was firm in their position as the Landlord's email to the Tenant on December 15, 2025, noted the Tenant was 'adamant' with respect to the tenancy terminating at the end of the year [Exhibit 2 – p. 4 of EVID 7386949].
33. The Landlord knew there were individuals who were interested in renting the unit for the middle of December 2025. However, he testified he did not approach the Tenant with this information as the Tenant had said they were moving out at the end of December and, in any event, ultimately these individuals did not show.
34. The Landlord also testified they had other individuals who were interested in moving into the rental unit including one at the end of January who had to give 60 days' notice, and two others who said they were interested in the rental unit after the new year – when in the new year was not specified.

35. The Landlord was entitled to take the position they were owed rent until the end of January 2026 under the Act and desired an enforceable form of Notice should the Tenant change their mind. However, we find the Landlord's failure to approach the Tenant and explore whether the Tenant would be willing to terminate the tenancy earlier was not reasonable particularly in the face of repeated inquiries for occupation. Had he done so he may have received a N11 Notice and been able to secure new tenants either before the date of termination given by the Tenant or immediately thereafter.
36. We also find it was not reasonable for the Landlord to wait to advertise the rental unit for lease until the last week of December.
37. In the above circumstances, where we find the Landlord did not take reasonable steps to minimize their losses; but, the Tenant was in possession of the rental unit until the end of December 2025, we find it appropriate to limit the arrears owed to the end of December 2025.
38. As the parties agreed the last month's rent deposit was to be applied to arrears owing for the month of December 2025, we find no arrears are owing and the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed

March 18, 2026

Date Issued

Harpreet Rindi

Member, Landlord and Tenant Board

Rebecca Case

Vice Chair, 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.