



Order under Section 87 Residential Tenancies Act, 2006

Citation: Everett v Shittu, 2026 ONLTB 24189

Date: 2026-03-26

File Number: LTB-L-084387-25

In the matter of: 121, 4 Kimberly Lane
Collingwood ON L9Y5T6

Between: Anna Everett
Thomas Keaney Landlords

and

Olanrewaju Shittu
Oluwdamilola Folamo Former Tenants

Anna Everett and Thomas Keaney (the 'Landlords') applied for an order requiring Olanrewaju Shittu and Oluwdamilola Folamo (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

This application was heard by videoconference on March 4, 2026.

The Landlords and the Tenant, Olanrewaju Shittu, attended the hearing.

Determinations:

1. The Former Tenants vacated the rental unit on July 30, 2025. Therefore, the application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.
2. The lawful rent was \$2,300.00. It was due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
4. It was undisputed that the Former Tenants paid the monthly rent up to July 31, 2025. The Former Tenants have not made any payments since the application was filed.
8. 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.
9. The Landlords, Thomas Keaney ('TK'), testified that in June 2025, the Former Tenants advised that they would be moving out. He testified that the lease agreement was for a

one-year term, ending on September 30, 2025 so he advised the Former Tenants that they could not terminate the tenancy before that date.

10. TK testified that despite informing the Former Tenants of this, they continued to state that they would be vacating early and, after some back and forth, the Former Tenants said they would be paying the rent for July 2025 and vacating at the end of July 2025. TK testified that the Landlords did not agree to this termination date. This is not disputed by the Former Tenants.

11. Section 88 of the *Residential Tenancies Act, 2006* (the 'Act') states:

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 Tenants shall be made in accordance with the following rules:

1. If the Tenants 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.

12. In the matter before me, the Former Tenants vacated after giving notice that was not in accordance with the Act. As such, arrears are calculated to the earliest date that proper notice could have been given. The one-year term ends on September 30, 2025, therefore, the earliest termination date that could have been properly given on a notice of termination given in June 2025 was September 30, 2025.

Did the Landlords mitigate their losses?

13. Section 88(4) of the Act also requires me to consider whether the Landlord took reasonable steps to mitigate its losses.

14. TK testified that on August 1, 2025, they listed the unit for rent, with an occupancy date of October 1, 2025. He testified that because the Former Tenants were in a lease until September 30, 2025, they did not make it available until October 1, 2025. He testified that he sent some lease applications to the Former Tenants as they thought they may know someone to rent it.

15. Based on TK's undisputed testimony, I find that the Landlords did not take reasonable steps to mitigate their loss. The Landlords did not offer the rental unit for occupancy until October 1, 2025. The Landlords ought to have attempted to re-rent the unit for July 1, 2025, not October 1, 2025. Additionally, while the Landlords sent lease applications to the Former Tenants, it was not the Former Tenants' obligation to minimize the Landlords' losses by finding new tenants, it was the Landlords' obligation to take reasonable steps to minimize their losses.

16. Although the Landlords did not take reasonable steps to mitigate their losses, TK testified that the unit was re-rented for November 1, 2025. Considering that it was re-rented a month after their intended date, I find it is reasonable to assume that had the Landlords taken reasonable steps to rent it out earlier, there would have been at least a month where the Landlords suffered a loss of rental income while attempting to re-rent the unit. Therefore, the rent deposit shall be applied to the month of August 2025, and the Former Tenants are not responsible for rent or compensation for the rental unit beyond August 31, 2025.
15. As there are no arrears owing by the Former Tenants, the Landlords' application shall be dismissed.
16. Considering the circumstances, including that there are no arrears owing to the Landlords, I find that it would not be appropriate in the circumstances to order the Former Tenants' to reimburse the Landlords for their costs to file the application.

It is ordered that:

1. The Landlords' application is dismissed.

March 26, 2026
Date Issued

Candace Aboussafy
Member, Landlord and Tenant Board

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