



Order under Section 87 Residential Tenancies Act, 2006

Citation: Prabhakar v PATEL, 2026 ONLTB 24372

Date: 2026-03-26

File Number: LTB-L-075497-24

In the matter of: 1271 ELDERBERRY CRES
MILTON ON L9E1S5

Between: Ashish Prabhakar

Landlord

And

YOGESHKUMAR AMRUTLAL PATEL
SLESHA PATEL
KETAN NIKHILCHANDRA BHATT

Former Tenant

Ashish Prabhakar (the 'Landlord') applied for an order requiring YOGESHKUMAR AMRUTLAL PATEL, SLESHA PATEL and KETAN NIKHILCHANDRA BHATT (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on December 15, 2025.

The Landlord and the 1st, and 2nd Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
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 August 14, 2025, by email.
4. The Former Tenant vacated the rental unit on May 31, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit. The Tenants vacate the rental unit on May 31, 2024, and the application was filed on September 16, 2024, which is within one year.
6. Based on the evidence before me, I find:
 - The Tenants gave less than 60 days' notice.

- The Tenants vacated the unit on or about May 31, 2024.
 - The Landlord applied the last month's rent deposit to April 2024, prior to the tenancy ending.
 - The Tenants paid rent for May 2024 in full.
 - The rental unit was not re-rented until August 1, 2024.
7. I find that the Landlord misapplied the last month's rent deposit. The LMR is not flexible or rolling payment. It is statutorily designated to be applied only to the final month of the tenancy, regardless of whether a fixed term has expired.
8. The Landlord's evidence was that the LMR deposit was applied to April 2024 based on a mistaken belief that it could not be held beyond 12 months. The Landlord's belief is incorrect.
9. Because of this error the Landlord deprived themselves of the ability to apply the LMR to June 2024, which would have effectively addressed the alleged notice deficiency. The resulting loss is self-induced, arising from the Landlord's misunderstanding of the legislation. I cannot shift the consequences of that error onto the Tenants.
10. While the Tenants' notice did not comply with section 44, entitlement to compensation is not automatic. I must consider the Landlord's duty to mitigate, whether the loss claimed was caused by the Tenants, and whether the Landlord contributed to or failed to reduce the loss.
11. In this case, I find that the Landlord acknowledged they could have applied the LMR to June 2024, the Landlord instead chose to apply it earlier, contrary to the *Residential Tenancies Act*, and this decision directly resulted in the claimed loss.
12. Accordingly, I find that the Landlord has failed to establish, on a balance of probabilities, that the Tenants are responsible for the June 2024.
13. Also, the Landlord did not provide documentary or detailed oral evidence demonstrating mitigation efforts during June and July 2024. Specifically, the Landlord failed to provide:
- Copies of rental advertisements.
 - Evidence of listings on online rental platforms.
 - Dates when advertising commenced.
 - Records of inquiries or showings.
 - Any explanation for delays in marketing the unit, or
 - Evidence of engaging a realtor or property manager.
14. The Landlord's testimony regarding mitigation consisted largely of general statements that the unit was vacant. The Landlord did not identify any concrete steps they took or provide timelines.
15. The duty to mitigate applies even where a tenant provides insufficient notice or breaches the tenancy agreement.

16. In this case, although the Tenant provided only 31 days' notice, the Landlord was aware of the vacancy in advance of May 31, 2024, and was required to act reasonably to minimize losses. I find that the Landlord failed to present any evidence of advertising, marketing, or other reasonable steps during the two-month period.

17. I find that the Landlord has not established that the Tenants are liable for the rent for June 2024. The loss claimed results from the Landlord's own error in misapplying the last month's rent deposit. In addition, the Landlord provided no evidence regarding the period between June and July 2024 and did not identify any concrete steps taken or provide any timelines.

18. For all the reasons above, the Landlord's application shall be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 26, 2026
Date Issued

Anthony Bruno
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.