



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

File Number: LTB-L-103021-25

In the matter of: 303, 99 AGNES ST
MISSISSAUGA ON L5B1J9

Between: 99 Agnes Holdings Inc. Landlord

And

Robina Mohmand Tenants
Ahmad Shah Masoudi

99 Agnes Holdings Inc. (the 'Landlord') applied for an order requiring Robina Mohmand and Ahmad Shah Masoudi (the 'Tenants') to pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on February 17, 2026.

Only the Landlord's legal representative, Jeff Shabes and the Landlord's agent, Mirabelle Quional attended the hearing.

As of 10:09 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. 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. The Tenants vacated the rental unit on December 31, 2025. The Tenants were in possession of the rental unit on the date the application was filed.
2. At the hearing the Landlord's legal representative stated that the Tenants were in a fixed term lease from July 1, 2025 to June 30, 2026.
3. Subsection 88(1) of the *Residential Tenancies Act, 2006* (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.
 2. If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be.
4. Section 88(4) of the Act states:
- (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
5. The Tenants provided notice in October 2025 indicating an intention to vacate the rental unit in December 2025. However, at the time the notice was given, the Tenants remained within a fixed-term tenancy. The notice was therefore not in accordance with the requirements of the *Residential Tenancies Act, 2006* (the "Act") and was not effective to terminate the tenancy.
 6. The Landlord's legal representative submitted that reasonable efforts were made to mitigate any potential loss of rental income following the Tenants' vacating of the rental unit. The rental unit was advertised for rent promptly after vacancy on multiple platforms, including ViewIt.ca, Rent Sync, and Apartments.com. The unit was subsequently re-rented effective February 5, 2026.
 7. Pursuant to section 88 of the *Residential Tenancies Act, 2006*, I am satisfied that the Tenants are responsible for the payment of rent for the period during which the rental unit remained vacant, subject to the Landlord's obligation to mitigate losses. Based on the evidence before me, I find that the Landlord took reasonable steps to re-rent the unit in a timely manner. As the tenancy was not properly terminated and the unit was not re-rented until February 5, 2026, I find that rent is owing up to January 31, 2026. Accordingly, the Tenants are liable for rent arrears up to and including that date, and no rent is owing beyond January 31, 2026 as the Landlord successfully mitigated their losses thereafter.
 8. The Tenants did not pay the total rent they were required to pay for the period from November 1, 2025 to January 31, 2026.
 9. The lawful rent is \$2,475.00. It is due on the 1st day of each month.
 10. The Tenants have not made any payments since the application was filed.
 11. The 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, as above, the Tenants' obligation to pay rent ends on January 31, 2026.

12. The rent arrears and daily compensation owing to January 31, 2026 are \$4,980.00.
13. The Landlord collected a rent deposit of \$2,475.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy is terminated.
14. Interest on the rent deposit, in the amount of \$4.41 is owing to the Tenant for the period from January 1, 2026 to January 31, 2026.
15. The Landlord claimed \$100.00 to reimburse the Landlord for administration charges and \$225.00 for bank fees the Landlord incurred as a result of 5 cheques given by or on behalf of the Tenants which were returned NSF. The Landlord's legal representative did not provide a copy of the NSF cheques or verification of the Landlord's bank charges and as such, the NSF charges claimed will not be awarded.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay to the Landlord \$2,686.59. This amount includes rent arrears owing up to January 31, 2026 and the cost of the application minus the rent deposit and interest owing.
2. If the Tenants do not pay the Landlord the full amount owing on or before April 10, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 11, 2026 at 4.00% annually on the balance outstanding.

March 30, 2026
Date Issued

Christina Philp
Member, 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.