



**Order under Section 87
Residential Tenancies Act, 2006**

File Number: LTB-L-072352-25

In the matter of: 101, 20 CLARISSA ST
BROCKVILLE ON K6V7L4

Between: Trinity Place Landlord

And

Hovsep Shatilian Former Tenant

Trinity Place (the 'Landlord') applied for an order requiring Hovsep Shatilian (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on March 5, 2026.

Only the Landlord's legal representative, Joey Kay attended the hearing.

As of 9:39am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. 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. 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 at least 30 days before the hearing and 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 February 2, 2026 by mail. The Landlord obtained the current address of the Former Tenant by performing a public search on a government website (DOC-6297860).
4. The Former Tenant vacated the rental unit on August 31, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

8. The lawful rent was \$2,150.00. It was due on the 1st day of each month.
9. The Former Tenant has not made any payments since the application was filed.
10. The Landlord's legal representative stated the Landlord and Former Tenant entered into a fixed term tenancy for one year commencing on July 1, 2024 ending on June 30, 2025.
11. The Landlord's legal representative stated the Former Tenant took possession of the rental unit and within three weeks informed the Landlord of a pest issues in the rental unit. The Landlord performed treatment immediately however the Former Tenant was not satisfied with the Landlord's efforts and vacated the rental unit.
12. The Former Tenant is 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.
13. The Landlord's legal representative stated the Landlord was not able to re-rent the rental unit until February 1, 2025 and is seeking arrears of rent up to January 31, 2025.

Analysis

14. Section 88 of the Act states:

Arrears of rent when tenant abandons or vacates without notice

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.

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. 2006, c. 17, s. 88 (1).

15. Section 16 of the Act states:

Minimize losses

16 When a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person's losses. 2006, c. 17, s. 16.

16. The Landlord's legal representative stated it took the Landlord a long time to re-rent the rental unit. The Landlord's legal representative stated that the Landlord advertised on Kijiji and held open houses in an attempt to find new tenants for the rental unit.
17. I am sympathetic to the challenges landlords face when a tenant abandons a rental unit or vacates without proper notice and I acknowledge the many factors that affect how quickly a Landlord can re-rent a rental unit, however the Landlord must show they made meaningful effort to mitigate losses in accordance with section 16 of the Act.
18. In my view the Landlord's legal representative led with insufficient evidence and details pertaining to what led to the Landlord's challenges with finding new tenants in a shorter period of time such as how many applications the Landlord received, the number of showings of the rental unit and whether the Landlord lowered the lawful rent to encourage a quicker turnaround for new tenants.
19. Given the above, the Landlord is seeking an additional six months of rent under section 88 and the Landlord's request is denied.
20. However, I find it reasonable to grant the Landlord four months of rent up to November 30, 2024 appropriate in the circumstances.
21. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Former Tenant owes rent arrears to the Landlord up to November 30, 2024 in the amount of \$8,600.00.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$2,150.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
16. Interest on the rent deposit, in the amount of \$31.66 is owing to the Former Tenant for the period from July 1, 2024 to January 31, 2025.
17. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$8,600.00, which represents rent and compensation owing up to January 31, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

3. The Landlord owes \$2,181.66 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$6,604.34*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before April 10, 2026, the Former Tenant 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

Greg Brocanier
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To January 31, 2025	\$8,600.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,150.00
Less the amount of the interest on the last month's rent deposit	- \$31.66
Total amount owing to the Landlord	\$6,604.34