



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

File Number: LTB-L-105533-25

In the matter of: 309, 2860 6TH AVE W
OWEN SOUND ON N4K5X8

Between: Skyline Real Estate Holdings Inc., c/o Skyline Living Landlord

And

Caitlyn Ivory Tenant

Skyline Real Estate Holdings Inc., c/o Skyline Living (the 'Landlord') applied for an order requiring Caitlyn Ivory (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on February 23, 2026.

Only the Landlord's legal representative, Trevor Scheib attended the hearing.

The Tenant was 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 Tenant vacated the rental unit on January 7, 2026. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Tenant did not pay the total rent they were required to pay for the period from November 1, 2025, to January 7, 2026.
3. The lawful rent is \$1,233.66. It is due on the 1st day of each month.
4. The Tenant has not made any payments since the application was filed.
5. The 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. Therefore, the Tenant's obligation to pay rent ends on January 7, 2026.
6. The rent arrears and daily compensation owing to January 7, 2026, are \$1,544.95.

7. The Landlord collected a rent deposit of \$1,233.66 from the Tenant 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.
8. Interest on the rent deposit, in the amount of \$24.20 is owing to the Tenant for the period from February 1, 2025, to January 7, 2026.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Analysis

10. The Landlord seeks rent for a 60-day period on the basis that the Tenant failed to provide a valid notice of termination in accordance with the Residential Tenancies Act, 2006 (the 'Act'). The Tenant provided notice to the Landlord by email on November 18, 2025, that she intends to move out some time in December 2025. The Landlord advised the Tenant that proper 60 days' notice was required.
11. The uncontested evidence before me is that the Tenant vacated the rental unit on January 7, 2026, and the Landlord confirmed the rental unit was vacant as of that date.
12. Pursuant to s. 88 of the Act, a landlord may recover compensation for losses resulting from a tenant's failure to give proper notice of termination. However, such compensation is subject to the landlord's obligation to take reasonable steps to mitigate the loss. While the Tenant's notice may not have complied with the statutory requirements, s. 88 does not entitle the Landlord to automatically recover rent for the balance of the notice period. Any claim for rent after the Tenant vacated the unit is properly characterized as a claim for compensation for loss of rent.
13. Once the Tenant vacated the rental unit on January 7, 2026, the Landlord was required to take reasonable steps to mitigate their losses by attempting to re-rent the unit as soon as possible. The Landlord testified that the unit was not re-rented as of the hearing date. However, the Landlord provided no evidence of any efforts to re-rent the unit following the Tenant's departure, such as advertising, listing the unit, or arranging viewings.
14. In the absence of evidence demonstrating reasonable mitigation efforts, I am not satisfied that the Landlord has established entitlement to arrears of rent beyond the date the Tenant vacated the rental unit.
15. Accordingly, pursuant to s. 88 of the Act, I find that the Landlord's recoverable arrears of rent are limited to the rent owing up to January 7, 2026.

It is ordered that:

1. The Tenant shall pay to the Landlord \$473.09. This amount includes rent arrears owing up to January 7, 2026, and the cost of the application minus the rent deposit and interest owing.

2. If the Tenant does not pay the Landlord the full amount owing on or before April 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 19, 2026, at 4.00% annually on the balance outstanding.

April 7, 2026
Date Issued

Nathan Korenberg
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.