



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

File Number: LTB-L-103472-25

In the matter of: 1204, 28 ELIZABETH ST N
MISSISSAUGA ON L5G2Z6

Between: 28 Elizabeth Holdings Inc. Landlord

And

George Dimech Tenant

28 Elizabeth Holdings Inc. (the 'Landlord') applied for an order requiring George Dimech (the 'Tenant') to pay the rent that the Tenant owes.

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

The Landlord's legal representative, Jeff Shabes, the Landlord's agent, Chrystal Demille and the Tenant attended the hearing.

Determinations:

1. The Tenant vacated the rental unit on December 31, 2025. 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 December 1, 2025 to January 31, 2026.
3. The lawful rent is \$2,070.50. 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 31, 2026.
6. The Tenant did not provide notice of termination in accordance with the Act, as the notice was given on November 5, 2025 for a termination date of December 31, 2025, which does not comply with the required notice provisions.
7. Subsections 88(1) and 88(4) of the *Residential Tenancies Act, 2006* (the "Act") states:

(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.

(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

8. The Landlord's agent testified that the rental unit was advertised for lease on RentSync, Media Classified, and ViewIt.ca. The Landlord's agent further relied on the Landlord's report, which indicates that multiple applications were received following the Tenant's notice of termination, and that the rental unit was subsequently re-rented effective March 1, 2026. The Landlord's agent also testified that multiple showings of the rental unit were conducted for prospective tenants.
9. Based on the evidence before the Board, I find that the Tenant did not provide a notice of termination in accordance with the Act. Pursuant to subsection 88(1) of the *Residential Tenancies Act, 2006*, where a tenant gives defective notice, arrears of rent are owing up to the earliest date the notice could have been effective had it complied with the Act. In this case, the earliest valid termination date arising from the Tenant's November 5, 2025 notice would have been January 31, 2026.
10. I have also considered subsection 88(4) of the Act with respect to the Landlord's obligation to mitigate losses. The uncontested evidence of the Landlord's agent was that the rental unit was actively marketed on multiple platforms, including RentSync, Media Classifieds, and ViewIt.ca, that multiple showings were conducted, and that several applications were received. The unit was ultimately re-rented effective March 1, 2026. I am satisfied that the Landlord took reasonable steps to minimize losses.
11. Accordingly, I find that the Tenant is liable for rent up to January 31, 2026, in accordance with section 88 of the Act.
12. The rent arrears and daily compensation owing to January 31, 2026 are \$4,141.00.

13. The Landlord collected a rent deposit of \$2,020.00 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.
14. Interest on the rent deposit, in the amount of \$25.46 is owing to the Tenant for the period from July 1, 2025 to December 31, 2025.
15. 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 Tenant shall pay to the Landlord \$2,280.54. 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 Tenant does not pay the Landlord the full amount owing on or before April 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 18, 2026 at 4.00% annually on the balance outstanding.

April 8, 2026
Date Issued

Christina Philp
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.