



**Order under Section 98/135/31/30
Residential Tenancies Act, 2006**

File Number: LTB-T-063661-22

In the matter of: 5 FLINTRIDGE RD
SCARBOROUGH ON M1P1C2

Between: Asvini Ranjan Tenant

And

Angelo Xinos Landlord

Asvini Ranjan (the 'Tenant') applied for an order determining that Angelo Xinos (the 'Landlord')

- arbitrarily or unreasonably withheld consent to the assignment or sublet of the rental unit to a potential assignee or subtenant (A2 Application)
- collected or retained money illegally (T1 Application)
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household (T2 Application)
- harassed, obstructed, coerced, threatened or interfered with the Tenant (T2 Application)
- failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards (T6 Application)

This application was heard by videoconference on January 26, 2026.

The Landlord and the Tenant attended the hearing.

Preliminary Issues:

1. At the outset of the hearing, the Tenant sought to withdraw A2, T2, and T6 portions of the application, and I consented to the request, pursuant to section 200 (4) of the Act.
2. Therefore, since the A2, T2, and T6 portions of the application have been withdrawn, the hearing proceeded on the remaining T1 application.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

2. It was uncontested that the Tenant moved into the rental unit on August 19, 2021, for the lease beginning September 1, 2021, for the rental period of one year, and paid the amount of \$2,800.00, for the first month rent and last month's rent deposit.
3. It was also uncontested that the Tenant moved out of the rental unit on or around October 31, 2021, and paid the monthly rent for October on October 8, 2021.
4. The Tenant's position is that she paid a last month's rent deposit, and the Landlord never applied it to the last month of the tenancy, being October, and the Landlord did not return the money to money to her after she vacated the unit.
5. The Tenant testified that on or around mid-September 2021, she had discussions with the Landlord about vacating the rental unit early due to health issues. Further, on October 1, 2021, the Tenant sent the Landlord a list of prospective tenants to assign her lease. On October 5, 2021, the Tenant sent the Landlord an N9 Notice to End the Tenancy, with a termination date of November 4, 2021. This was undisputed by the Landlord.
6. The Landlord testified that on or around October 7, 2021, he responded to the Tenant's email and refused to accept her notice to end the tenancy early due to the invalid 30-day notice because the lease agreement is for a period of 12 months, ending August 31, 2022. The email was submitted as evidence.
7. The Landlord testified that if the Tenant found a suitable person to assign the lease, he would have accepted her notice and assigned the tenancy. However, he said the Tenant never provided contact information for any of the prospective tenants, so he could not contact them to determine whether the unit could be assigned. This was not disputed by the Tenant.
8. The Landlord also testified that the attempted to mitigate the loss by listing the unit for rent during the month of October, but the rental was not re-rented until May 1, 2022.
9. The Landlord's asserts that he did not provide the last month's rent deposit to the Tenant because the Tenant did not end her tenancy in accordance with the Act.

Analysis

10. Section 47 (3) of the *Residential Tenancies Act, 2006* ('the Act') provides clarity when notice to end a tenancy may be given by a Tenant:

(3) A notice under subsection (1) to terminate a yearly tenancy or a tenancy for a fixed term shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period of the tenancy.

11. Section 106 of the Act provides:

(10) A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates.

12. Section 88 of the Act provides:

(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.

13. Section 16 of the Act provides:

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.

Rent deposit applied to last month of tenancy

14. On the basis of the evidence before me, I find that the Tenant did not terminate the tenancy in accordance with the Act. As the tenancy was a one-year lease, the tenancy could only be terminated on November 4, 2021 by agreement of the parties, as the term of the lease ended on August 31, 2022. The Tenant providing an N9 Notice was not sufficient as a party may not unilaterally terminate a tenancy.

15. It was undisputed that the Tenant made the Landlord aware that she was moving due to health issues, and that the Landlord received the N9 notice on or around October 5, 2021,

with a termination date of November 4, 2021. However, I find that the Landlord did not accept the Tenant's short notice to end the tenancy; no agreement was reached.

16. In cases like this where a tenant either abandons a unit or vacates without providing proper notice, tenants remain responsible for rent 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 the Act. The Act also requires landlords to minimize their losses pursuant to section 16, and to provide evidence of such. The Landlord gave evidence that he attempted to re-rent the unit after he was aware the Tenant may vacate the unit around November 1, 2021, but due to the conditions of the market and the Covid-19 pandemic at that time, he was unsuccessful in finding another tenant, until a new tenancy began on May 1, 2022, which was a loss of 6 months of rent. I find that the Landlord took reasonable steps to re-rent the unit and to minimize their losses.
17. Therefore, based on the reasons above, I find that the Tenant did not terminate their lease in accordance with the Act, the Landlord mitigated their damages in the loss of rent due to the Tenant vacating the unit, and the Landlord was entitled to retain the last month rent deposit and apply it to the last month of the tenancy, once the tenancy came to an end. I find last month's rent deposit, in the amount of \$1,400.00, was properly applied to the last month of the tenancy. As a result, the Tenant is not entitled to be refunded the deposit.
18. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations
19. This order contains all of the reasons, no further reasons will be issued.

It is ordered that:

1. The Tenant's A2, T2 and T6 applications are withdrawn.
2. The Tenant's T1 application is dismissed.

April 7, 2026

Date Issued

Colette Myers

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.

