



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

File Number: LTB-L-032760-25

In the matter of: 406, 363 LAKESHORE RD E
MISSISSAUGA ON L5G1H7

Between: Strathgowan Apartments Landlord

And

Serhiy Plotnikov Tenant

Strathgowan Apartments (the 'Landlord') applied for an order requiring Serhiy Plotnikov (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on April 2, 2026.

Only the Landlord's agent, Sila Chopra, and the Landlord's legal representative, Payy Duwyn, attended the hearing.

As of 2:42 p.m., 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 April 30, 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 April 1, 2025 to May 31, 2025.
3. The lawful rent is \$1,750.00. 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 May 31, 2025.
6. Based on the uncontested evidence of the Landlord's legal representative, I find that the Tenant vacated the rental unit on April 30, 2025. The Landlord's legal representative submitted that the Tenant did not give proper notice to the Landlord that they were

vacating the rental unit. Although the Tenant vacated the unit at the end of April the Landlord is seeking arrears of rent to May 31, 2025 as the Tenant terminated the tenancy early and without proper notice. The Tenant had a lease agreement for a fixed term tenancy with a termination date of July 31, 2205. Pursuant to section 88 of the *Residential Tenancies Act, 2006* (the 'Act') I am granting the Landlord's request.

7. Pursuant to section 44 of the *Residential Tenancies Act* (the 'Act'), a notice to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified. Based on the Landlord's evidence, the Tenant did not serve a notice to end the tenancy prior to vacating on April 30, 2025.
8. Pursuant to section 88 of the Act, if a tenant vacated the rental unit without giving any notice, arrears of rent owing for the period that ends on the earliest termination date that could have been specified in the notice. The earliest termination date is July 31, 2025.
9. Pursuant to section 88 (4) and section 16 of the Act I am also required to consider whether the Landlord attempted to minimize losses by taking reasonable steps to re-rent the unit. The Landlord's legal representative submitted reports into evidence to show that the Landlord posted advertisements in an effort to re-rent the unit during the months of May 2025. The Landlord found a new tenant for June 1, 2205. Based on the uncontested evidence of the Landlord, I am satisfied that the Landlord attempted to mitigate losses once the Tenant vacated the rental unit. As such, I find the Landlord is entitled to arrears owing to May 31, 2025.
10. The rent arrears and daily compensation owing to May 31, 2025 are \$3,500.00.
11. The Landlord collected a rent deposit of \$1,750.00 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.
12. Interest on the rent deposit, in the amount of \$38.48 is owing to the Tenant for the period from July 15, 2024 to May 31, 2025.
13. 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 \$1,897.52. This amount includes rent arrears owing up to May 31, 2025 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 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 21, 2026 at 4.00% annually on the balance outstanding.

April 9, 2026
Date Issued

Teresa Hunt
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.