



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

File Number: LTB-L-098490-24

In the matter of: 201, 2345 UNIVERSITY AVE W
WINDSOR ON N9B1E8

Between: 1912802 Ontario Inc. Landlord

And

Serena Maini Tenant

1912802 Ontario Inc. (the 'Landlord') applied for an order requiring Serena Maini (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on January 21, 2026.

Only the Landlord's agent, Caroline Chevalier, attended the hearing.

As of 1:40pm, the Tenant was not present or represented at the hearing although 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 was in possession of the rental unit on the date the application was filed.
2. The Landlord's uncontested evidence was, the tenancy began on May 1, 2024 and was for a one-year fixed term, to April 30, 2025.
3. The Landlord testified that on September 23, 2024, she received a phone call from the Tenant indicating they wanted to move out; it was on December 1, 2024 that the Tenant surrendered vacant possession to the Landlord. However, since that phone call, the Landlord listed the property for rent through Marketplace and Kijiji in efforts to re-rent the unit. Copies of the listings were submitted into the Board for the period September 23, 2024 to April 30, 2025.
4. As of the hearing date, the rental unit remains available and not rented; however, the Landlord is seeking arrears and compensation for the period of the fixed term.

ANALYSIS

5. Section 88 of the Act states:

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.

6. Based on the evidence before the Board I find the Tenant is no longer in possession of the rental unit as of December 1, 2024. I also find the tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. The Landlord's evidence confirmed there was no waiver of rent agreed to by the parties either. I am satisfied with the Landlord's efforts to mitigate their losses and find the Tenant's obligation to pay rent ends on April 30, 2025.
7. The Tenant did not pay the total rent they were required to pay for the period from November 1, 2024 to April 30, 2025.
8. The lawful rent is \$1,260.00. It is due on the first day of each month.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears and daily compensation owing to April 30, 2025 are \$7,560.00.
11. The Landlord collected a rent deposit of \$1,200.00 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 \$97.73 is owing to the Tenant for the period from January 27, 2022 to April 30, 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 \$6,448.27. This amount includes rent arrears owing up to April 30, 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 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 22, 2026 at 4.00% annually on the balance outstanding.

April 10, 2026
Date Issued

Sonia Anwar-Ali
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.