



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

File Number: LTB-L-004843-26

In the matter of: Main Floor (Unit B), 161 MAPLE ST
Simcoe ON N3Y2G5

Between: Katrina HIZON Landlord

And

Dave THIESSEN Tenant
Sheila Irene HUNT

Katrina HIZON (the 'Landlord') applied for an order requiring Dave THIESSEN and Sheila Irene HUNT (the 'Tenant') to pay the rent that the Tenant owes.

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

The Landlord's legal representative, Tiffany Corradetti, the Landlord's agent, Pamela O'Hagan, and the Tenant attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. The Tenant vacated the rental unit on February 1, 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 January 1, 2026, to March 31, 2026.
3. The lawful rent is \$1,895.00. 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.

6. For the following reasons I find that the Tenant's obligation to pay rent did not end when the Tenant vacated the unit and as of the hearing date, it is ongoing. The arrears are calculated up to March 31, 2026.
7. The rent arrears and daily compensation owing to March 31, 2026, are \$5,685.00.
8. By way of background, the parties entered into a one-year fixed term lease that began on September 1, 2025, and was to terminate on August 31, 2026. There is no dispute that the Tenants ended the tenancy early. The Tenant testified that they did not enter into an agreement to terminate or give notice to the Landlord. It was undisputed that the Tenants ultimately moved out of the rental unit on February 1, 2026.
9. There are three sections of the Residential Tenancies Act, 2006 (the 'Act') that apply to the matter before me. They are as follows:

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.

.....

47 A tenant may terminate a tenancy at the end of a period of the tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44.

44 (4) A notice under section 47, 58 or 144 to terminate a tenancy for a fixed term shall be given at least 60 days before the expiration date specified in the tenancy agreement, to be effective on that expiration date.

10. 47 A tenant may terminate a tenancy at the end of a period of the tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44.
11. 44 (4) A notice under section 47, 58 or 144 to terminate a tenancy for a fixed term shall be given at least 60 days before the expiration date specified in the tenancy agreement, to be effective on that expiration date.
12. Taken together, these sections mean that, when the Tenants terminated this fixed term tenancy, they were required to give the Landlord notice at least 60 days before the end of the fixed term. As they failed to do that, the Tenants are liable for any arrears of rent owing until the end of the fixed term, subject to the Landlord's obligation to mitigate their losses

pursuant to section 16 of the Act. In other words, as the Tenants gave improper notice to terminate the tenancy, they are liable for any rent owing until the end of the fixed term, or until the Landlord is able to find a new tenant to rent the unit.

Re-Renting the Unit

13. Section 88(4) of the Act requires me to consider whether the Landlord took reasonable steps to mitigate its losses.
14. The Landlord's agent testified that they listed the rental unit immediately and have been working with a relator for open houses that occur every Saturday and Sunday to no avail. As of the date of the hearing, the Landlord has not been able to re-rent the rental unit. Based on the evidence before me, I find that the Landlord did take reasonable steps to mitigate their losses. Post hearings submissions from the Landlord indicated that they were able to re-rent the unit April 1, 2206. Therefore, the Tenant's obligation to pay rent continues up to March 31, 2026.
15. The Landlord collected a rent deposit of \$1,895.00 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.
16. Interest on the rent deposit, in the amount of \$23.88 is owing to the Tenant for the period from August 25, 2025, to March 31, 2026.
17. 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 \$3,952.12. This amount includes rent arrears owing up to March 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 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.