



Order under Section 135 Residential Tenancies Act, 2006

Citation: Jacome Alvarez v Aguirre, 2026 ONLTB 28950

Date: 2026-04-13

File Number: LTB-T-077302-25

In the matter of: 32 CASA NOVA DR
WOODBIDGE ON L4H2Z9

Between: Vanessa Jacome Alvarez Tenant

And

Yenni Aguirre Landlord

Vanessa Jacome Alvarez (the 'Tenant') applied for an order determining that Yenni Aguirre (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 7, 2026.

Only the Tenant and the Tenant's Interpreter, Alicia Jacome, attended the hearing. The Tenant declined to speak to Tenant Duty Counsel prior to the start of this proceeding.

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.

Background to the tenancy and the application.

2. The tenancy began on August 1, 2025. The monthly rent period was from the 1st of the month to the end of the month. The Tenant testified that she moved out of the rental unit on or about September 1, 2025. The monthly rent was \$1,700.00. The Tenant provided documentary evidence that the last month's rent was in this amount and submitted she had paid the Landlord the first and last months rent upon commencement of the tenancy.
3. The Tenant testified she was a model Tenant and just wished to leave the rental unit and move in with her sibling as she had various discrepancies with the Landlord and was not satisfied with the rental unit.

4. On October 6, 2025, the Tenant filed a T1 Application with the Board, alleging, the Landlord did not use his last month's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to her.
5. The Tenant testified that she notified the Landlord on or about August 8, 2025 verbally, that she would be vacating the rental unit on September 1, 2025, as this was a month to month tenancy, and the Landlord seemed genuinely open to working with the Tenant to find a replacement tenant for the rental unit which the Tenant had suggested she assist the Landlord with.
6. The Tenant further testified that the Landlord did not re-rent the rental unit with anyone the Tenant had suggested and or brought forward to the Landlord and furthermore was unaware if the rental unit was re-rented by the Landlord after the Tenant vacated the rental unit.
7. The Tenant further testified that given she attempted to assist the Landlord in mitigating losses that she should be entitled to the receipt of the last months rent deposit she provided the Landlord as abovementioned.
8. The Tenant acknowledged she provided the Landlord with less than a month notice of her intention to vacate the rental unit, approximately 23 days' notice to terminate the tenancy, given her testimony, but wished the return of her last month's rent deposit which the Landlord had not returned
9. Although, the Landlord did not attend this proceeding, it was quite apparent from the Tenant's testimony that the notice was short, and the Landlord had not consented to the early termination of the tenancy. Moreover, no documentary evidence was submitted of the Tenant's efforts to assist the Landlord to mitigate losses as alleged, and further the Tenant testified that she was unaware if the Landlord re-rented the rental unit for September 1, 2025 or anytime thereafter.

ANALYSIS

10. Section 47 of the *Residential Tenancies Act, 2006* ('Act') allows a tenant to give notice to a landlord to terminate their tenancy.
11. Section 44(2) of the Act states:

A notice under section 47, 58 or 144 to terminate a **monthly tenancy** 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.**

[Emphasis added.]

12. Based on the evidence, I find that the notice given by the Tenant on or about August 8, 2025, was short.
13. Section 88(1)(1) of the Act speaks to the calculation of arrears when a tenant does not give proper notice. It states:

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.**

[Emphasis added.]

14. Section 88(4) of the Act also requires the Board to consider whether the Landlord had established that they mitigated their damages upon being served with short notice.
15. The Tenant vacated on or about September 1, 2025, after giving notice that was short (August 8, 2025), so the arrears of rent owing to the Landlord would be calculated as if the Tenant had given proper notice. Had the Tenant served a notice in accordance with section 44, the earliest termination date she could have provided was October 31, 2025. This means the Landlord is entitled to rent arrears to October 31, 2025, subject to their duty to mitigate.
16. Based on the evidence before the Board I find that the Tenant has not met the burden of proof for this herein application. As the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed. Moreover, the reason that the Tenant's last month rent deposit was not returned to her seems to be from the short notice. Hence the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

April 13, 2026
Date Issued

Panagiotis P. Roupas
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.