



Order under Section 87 Residential Tenancies Act, 2006

Citation: Wara v Enertec Engineering, 2026 ONLTB 30015

Date: 2026-04-14

File Number: LTB-L-094724-25

In the matter of: 43 EDENROCK DR
STONEY CREEK ON L8E0G6

Between: Khaful Wara Landlord

And

Ty Christopher Roderick Former Tenants
Alison Tory Muriel Curtis

Khaful Wara (the 'Landlord') applied for an order requiring Ty Christopher Roderick, Alison Tory Muriel Curtis, and Enertec Engineering (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

This application was heard by videoconference on April 8, 2026.

The Landlord and the Tenants attended the hearing.

Preliminary Issues

Is Enertec Engineering a Tenant

1. At the start of the hearing, I raised a preliminary issue on whether Enertec Engineering was properly listed as a Tenant on the application.
2. The Landlord testified that she included the business name on the application, on the basis that the business is owned by one of the Tenants, however, the Landlord acknowledges that the lease agreement is only between Ty Christopher Roderick and Alison Tory Muriel Curtis.
3. Based on the Landlord's direct testimony, I find that Enertec Engineering is not a lawful Tenant, as such, the Landlord did not have authority to list Enertec Engineering as a named party to the application. Pursuant to section 201(1) of the *Residential Tenancies Act, 2006*, the ("Act"), the style of cause is amended to remove Enertec Engineering as a named party to the application.

Landlord disclosure of evidence

4. At the hearing, the Landlord stated that she intended to rely on several documents related to the arrears owing. The Tenant, Alison Tory Muriel Curtis (AC), submitted that the documents the Landlord intends to rely on have not been served on them. The Landlord stated that she was unaware she had to serve the evidence as she is not familiar with the Board's process.
5. Parties are presumed to be familiar with the Board's basic processes, such as filing and serving evidence. Any party that has such a lack of familiarity with the Board's process that their ability to participate in the proceedings is impaired should obtain legal advice or representation. The Landlord did not obtain legal advice or representation. It is important to note that the Board's Notice of Hearing also explains to parties what they must do if they intend to rely on evidence. I am not satisfied that the Landlord has provided sufficient reasons for failing to serve the Former Tenants with the evidence she intended to rely on.
6. Rule 19.1 of the Board's Rules of Procedure require that all evidence be served at least 7 days before the hearing. In this case, the Landlord failed to do so. Accordingly, the Landlord's evidence is not permitted to be relied upon.

Landlord's adjournment request

7. The Landlord requests an adjournment to allow her the opportunity to serve the Former Tenants with the evidence she intends to rely on. AC is opposed and submits that she has taken the day off work to attend the hearing and adjourning the matter would result in a second day off work, for which she is not being compensated.
8. The Landlord's adjournment request is denied. This application was filed in November 2025. The Landlord had over 5 months to serve her evidence on the Former Tenants but failed to do so. Section 183 of the Act provides that; the Board shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter. I find that adjourning the matter would delay the proceeding and cause prejudice to the Former Tenants who are missing work in order to attend the hearing.
9. The matter proceeded to be heard on the merits of the L10 application.

Determinations:

10. For the reasons that follow, the Landlord's application is dismissed.
11. The Former Tenants vacated the rental unit on August 30, 2025.
12. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Rent and daily compensation owing

13. The lawful rent was \$2,450.00. It was due on the 1st day of each month.

14. Based on the Monthly rent, the daily rent/compensation is \$80.55. This amount is calculated as follows: $\$2,450.00 \times 12$, divided by 365 days.
15. It was undisputed that the Tenants paid the monthly rent to September 30, 2025. The Former Tenants have not made any payments since the application was filed.
16. The Former Tenants are 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.
17. There is no dispute that the lease agreement was for a one-year term, ending January 31, 2026.
18. The Landlord testified that on July 16, 2025, the Tenants advised her that they would be vacating the rental unit on August 30, 2025. The Landlord testified that she advised the Tenants that she did not accept their termination on the basis that the lease term would end January 31, 2026. The Tenancy could not terminate before that date.
19. The Landlord testified that despite informing the Former Tenants of this, they continued to state that they would be vacating early and, after some back and forth, the Former Tenants vacated August 30, 2025 but did not return the keys to the Landlord until September 4, 2025. There is no dispute that the Former Tenants paid rent up to September 30, 2025. The Landlord testified that she did not agree to this termination date. This is not disputed by the Former Tenants.

20. 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 Tenants shall be made in accordance with the following rules:

1. If the Tenants 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.
21. In the matter before me, the Former Tenants vacated after giving notice that was not in accordance with the Act. As such, arrears are calculated to the earliest date that proper notice could have been given. The one-year term ends on January 31, 2026, therefore, the earliest termination date that could have been properly given on a notice of termination given in July 2025 was January 31, 2026.

Did the Landlord mitigate her losses?

22. Section 88(4) of the Act also requires me to consider whether the Landlord took reasonable steps to mitigate its losses.
23. The Tenants take the position that the Landlord failed to mitigate their losses on the basis that the Landlord did not list the unit for rent until September 7, 2025, as opposed to July

16, 2025, when the Landlord first became aware that they were vacating. The Landlord testified that she did not list the unit because she did not agree to terminate the tenancy and because the Former Tenants had not returned the keys to the unit.

24. The following is not disputed by the parties:

1. The Former Tenants gave written notice to vacate on July 16, 2025 to vacate on August 30, 2025.
2. The Former Tenants advised the Landlord she could immediately start showing the unit, but no showings occurred on the basis that the Landlord did not agree to the termination date.
3. On August 30, 2025, the Former Tenants sent e-mail communication to Landlord advising they had vacated the unit.
4. The keys were returned to the Landlord on September 4, 2025.

25. The Landlord testified that the unit was listed for rent on September 7, 2025 for \$2,450.00. The Landlord testified that in late October 2025 she received an offer for \$2,400.00. Because the market was slow, she accepted the \$2,400.00 offer and a new tenant moved into the unit on November 1, 2025.

26. The Landlord claims \$2,600.00 in loss of rent for the period October 2025 to January 2026, broken down as follows:

1. October 2025 - \$2,450.00
2. November 2025 - \$50.00
3. December 2025 - \$50.00
4. January 2025 - \$50.00

27. Based on the evidence before me, on a balance of probabilities, I find that the Landlord did not take reasonable steps to mitigate her loss. The Landlord did not list the unit for rent until September 7, 2025. While I accept the Landlord's testimony that she did not agree to terminate the tenancy, the Landlord ought to have attempted to list the unit in July 2025 to re-rent for September 1, 2025, not October 1, 2025.

28. Although the Landlord did not take reasonable steps to mitigate their losses, the Landlord testified that the unit was re-rented for November 1, 2025. Considering that it was re-rented a month after their intended date, I find it is reasonable to assume that had the Landlord taken reasonable steps to rent it out earlier, there would have been at least a month where the Landlord suffered a loss of rental income while attempting to re-rent the unit, in this case, August 2025. As the Former Tenants' vacated August 30, 2025, I find that the Former Tenants are not responsible for rent or compensation for the rental unit beyond August 31, 2025.

29. As the Former Tenants have paid more than the rent required, I find that there are no arrears owing. The Landlord's application shall be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 14, 2026

Date Issued

Mayra Sawicki

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.