



**Order under Section 87  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-066201-25

**In the matter of:** 2086 RICARDO ST  
Ottawa ON K4A4K8

**Between:** Naeem Yaseen Landlord

**And**

Warda Ahmad Rasheed Former Tenant

Naeem Yaseen (the 'Landlord') applied for an order requiring Warda Ahmad Rasheed (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on March 5, 2026.

The Landlord and the Landlord agent, Haris Ahmad Chishti, and the Former Tenant attended the hearing.

**Preliminary issue:**

Tenant request to raise section 82 issues

1. The Tenant requested to raise section 82 issues in accordance with the *Residential Tenancies Act*, 2006 (the "Act") for claims the Landlord is in breach of their maintenance obligations.
2. The Former Tenant filed evidence with the Board.
3. The Former Tenant did not provide the Landlord with a list of issues she intended to raise at the hearing.
4. The position of the Landlord is the Former Tenant did not provide a list of issues prior to the hearing.
5. The Landlord agent stated the Former Tenant communicated she had some issues on July 2, 2025 in conversation but vacated the rental unit on July 6, 2025 not affording the Landlord an opportunity to address the issues before the Tenant vacated.

Analysis

6. The LTB Rules of Procedure provide guidelines for Former Tenant's who wish to file section 82 issues at a hearing for arrears.

7. Section 19.4 Disclosure and Evidence states:

Unless the LTB has directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears shall provide the other parties and the LTB with the following at least 7 days before the scheduled CMH or hearing:

1. a written description of each issue the tenant intends to raise; and
2. a copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing.

8. The purpose of disclosure of evidence or in this case section 82 issues is to avoid a party being taken by surprise at a hearing but also to encourage settlement. By sharing documents, each party can review the other's documents before the hearing begins and prepare a response.

9. Tenants may use the "Issues a Tenant Intends to Raise at a Rent Arrears Hearing form" to disclose their issues.

10. Uploading materials to the Tribunals Ontario Portal (TOP) does not mean materials have been provided to the other parties unless you have entered into a written consent agreement that specifically provides for this, as discussed below.

11. LTB Rule 19.5 states:

A tenant who fails to provide the LTB and other parties with a written description of each issue they intend to raise at the hearing as required in Rule 19.4 shall not be permitted to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears unless the LTB is satisfied that the tenant could not comply with the requirements.

12. With the totality of the evidence and submissions before me I find the Former Tenant has not complied with Board Rules for proper disclosure of her section 82 issues.

13. Therefore, the Former Tenant's request to raise these issues is denied.

**Determinations:**

14. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.

15. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
16. The Former Tenant vacated the rental unit on July 31, 2025.
17. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. The lawful rent was \$1,500.00. It was due on the 29th day of each month.
9. The Former Tenant has not made any payments since the application was filed.

Landlord submissions

10. The Landlord submitted evidence to the Board (DOC-7044903) to support the claim for arrears owing.
11. The rental unit is a room in a rooming house with shared kitchen and facilities.
12. The Landlord does not live in the rental unit.
13. The Landlord submitted the tenancy agreement indicating the Landlord and the Former Tenant entered into a fixed term one year tenancy commencing on April 29, 2025 ending on April 28, 2026 (DOC-7025320).
14. The position of the Landlord is the Former Tenant first advised the Landlord she wished to terminate the tenancy in a phone conversation. The Former Tenant informed the Landlord she wished to move back to her home county as she was recently divorced.
15. The Landlord submitted communication evidence between the Landlord and the Former Tenant on June 6, 2025 where the Former Tenant advises the Landlord she is providing her "60 days notice" to end the tenancy.
16. The Landlord did not accept the Former Tenant's notice but informed the Former Tenant they would attempt to find a new tenant to take her place.
17. The Landlord agent stated the Landlord immediately attempted to advertise to re-rent the rental unit through Facebook Marketplace and Kijiji.
18. The Landlord agent stated that while the Landlord has received some interest, the rental unit remains vacant as of the hearing. The Landlord agent stated that rental units with shared facilities like kitchens are harder to rent as they typically get fewer showings and interest.
19. The Landlord agent stated the Former Tenant paid rent up to July 31, 2025 then vacated the rental unit and the Landlord did not agree to terminate the tenancy. The Landlord is seeking arrears of rent from August 1, 2025 to April 28, 2026 in the amount of \$13,500.00.

Former Tenant submissions

20. The Former Tenant's position is she vacated the rental unit on agreement by the Landlord.
21. The Former Tenant stated that in her initial conversation by phone on May 30, 2025 she informed the Landlord of her intention to vacate and the Landlord accepted the termination date of the tenancy for July 31, 2025.
22. The Former Tenant stated the Landlord informed her not to worry and he would attempt to find a new tenant to replace her and that because the Landlord immediately undertook advertising the rental unit and holding showings this was a clear sign the Landlord accepted her request to terminate the tenancy on July 31, 2025.
23. The Former Tenant submitted evidence to the Board to support her position (DOC-7453327) in the form of text messages. The text exchange between the Former Tenant and Landlord discuss potential showings for the rental unit and the Landlord asking if the Former Tenant will be at the rental unit.
24. The Former Tenant discusses with the Landlord leaving some furniture for any potential new tenant.

The Act and Analysis

25. Section 88 of the Act states:

Arrears of rent when tenant abandons or vacates without notice

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.

2. If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be. 2006, c. 17, s. 88 (1).

[emphasis added]

26. On a balance of probabilities means the applicant, in this case the Landlord must show that its version of events is the more probable and should succeed. Saying something is proven on a balance of probabilities simply means that it is more likely than not to have

occurred. It means that it is probable, i.e., the probability that some event happened is more than 50%--indeed, 50.1% is sufficient. In all cases, the decision maker must weigh up the evidence and decide which version is most probably true. Consequently, the real truth may never be known. All that can be done is to decide which of the parties has presented the most probable version.

27. The Former Tenant makes the claim the Landlord accepted her request to terminate the tenancy. I do not find the Tenant's evidence persuasive enough, relying heavily on her oral testimony regarding the phone conversation she claims where the Landlord agreed to terminate the tenancy.
28. The Former Tenant holds the position that she informed the Landlord by email on June 6, 2025 that she was giving notice to end the tenancy and the Landlord did not respond.
29. The Former Tenant takes this to indicate the Landlord did not object or deny the request.
30. I am not persuaded that the Landlord's failure to respond to the Former Tenant's constitutes acquiescence.
31. I am not persuaded by the Former Tenant's text message evidence as I do not find any reference where the Landlord has indicated he is accepting to terminate the tenancy although the Landlord is attempting to show the rental unit.
32. The Former Tenant holds the position that because the Landlord had started to show the rental unit to other potential tenants that this is a sign the Landlord agreed, however I am not satisfied that the Landlord's action of attempting to minimize his losses is sufficient evidence that he agreed to terminate the tenancy.
33. I prefer the evidence of the Landlord and find there is no indication the Landlord agreed to terminate the tenancy on July 31, 2025.
34. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegation in the application the Former Tenant vacated the rental unit not in accordance with the Act.

#### Arrears of rent owing / Section 16

35. Section 16 of the Act states:

##### Minimize losses

16 When a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person's losses. 2006, c. 17, s. 16.

36. The Landlord agent stated that the Landlord immediately undertook attempting to find a replacement tenant when the Former Tenant informed the Landlord she was vacating on July 31, 2025.

37. The Landlord placed ads in Facebook Marketplace and on Kijiji and as of the day of the hearing the rental unit is still vacant.
38. The Landlord stated that rooming house rooms are more difficult to rent due to the tenants having to share facilities like a kitchen and as a result there are fewer showings.
39. The lawful rent for the Former Tenant was \$1,500.00 per month.
40. I asked the Landlord agent if at any time the Landlord considered advertising a lower rent amount.
41. The Landlord agent stated that he did not.
42. Section 16 states that a landlord or tenant, "...has a duty to take reasonable steps to **minimize** the person's loss."
43. The key requirement here is for the party to minimize not recoup or replace losses.
44. In my view, the Landlord took some steps to mitigate his losses; however, by failing to reduce the lawful rent, it is more likely than not that he limited potential interest in the rental unit which may have resulted in him being able to find a new tenant.
45. With my knowledge of similar cases I acknowledge that rooming houses may be more difficult to rent out given the potential smaller market for renters. I also take note that while the Former Tenant vacated July 31, 2025 the Landlord was faced with attempting to find a new tenant going into the winter months and leading into the holiday season, which can be more difficult to find tenants during this time.
46. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord met some of his obligation to minimize his losses given the short time the Former Tenant occupied the rental unit, however I find the Landlord could have taken further steps by lowering the rent to attract a larger group of potential tenants.
47. Given the tenancy was not lawfully terminated on the Landlord's agreement to terminate the tenancy I find the Former Tenant owes arrears of rent under section 88 and taking into consideration section 16 in the amount of \$7,500.00 for the period ending December 31, 2025.
14. There is no last month's rent deposit.
15. This order contains all reasons for the determinations and order made. No further reasons will be issued.

**It is ordered that:**

1. The Former Tenant shall pay to the Landlord \$7,500.00, which represents rent and compensation owing up to December 31, 2025.
2. The total amount the Former Tenant owes the Landlord is \$7,500.00.

3. If the Former Tenant does not pay the Landlord the full amount owing on or before April 24, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 25, 2026 at 4.00% annually on the balance outstanding.

**April 13, 2026**  
**Date Issued**

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Greg Brocanier  
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.

\* Refer to the attached Summary of Calculations.