



Order under Section 87 Residential Tenancies Act, 2006

Citation: Dash Property Management v Talaei, 2026 ONLTB 32259

Date: 2026-04-24

File Number: LTB-L-048260-24

In the matter of: 616, 98 LILLIAN ST
TORONTO ON M4S0A5

Between: Dash Property Management Landlord

And

Fereshte Talaei Former Tenant

Dash Property Management (the 'Landlord') applied for an order requiring Fereshte Talaei (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on January 20, 2026.

The Landlord's agent, Lauren Tobias, and the Former Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant must pay \$692.89 to the Landlord by May 5, 2026.
2. Although the Landlord did not serve 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, the Former Tenant was in attendance for the hearing and did confirm that they received the Notice of Hearing from the Board. The Tenant submitted they understood what the Landlord was claiming in their application and the Tenant was prepared to proceed with the hearing.
3. The Former Tenant vacated the rental unit on May 31, 2024.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

5. The lawful rent was \$1,753.00. It was due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$57.63. This amount is calculated as follows: \$1,753.00 x 12, divided by 365 days.
7. The Former Tenant has not made any payments since the application was filed.
8. Based on the testimony and evidence before me, I find that the tenancy was not lawfully terminated by a notice of termination, Board order, or mutual agreement. As a result, the Former Tenant's obligation to pay rent continued until June 30, 2024.
9. It was undisputed that the Former Tenant entered into a 1-year fixed term tenancy agreement which commenced December 1, 2020.
10. It was further undisputed that on April 30, 2024, the Former Tenant emailed the Landlord advising that they intended to vacate the rental unit on May 31, 2024.
11. The Landlord's agent testified that on May 1, 2024, she responded to the Former Tenant's email advising that lawful notice of at least 60 days was required and requesting that the Former Tenant provide a formal N9 notice. The response also advised that the Former Tenant would remain responsible for rent during the lawful notice period unless the unit was re-rented earlier.
12. Later on May 1, 2024, the Former Tenant provided the Landlord with an N9 notice identifying May 31, 2024 as the termination date.
13. The Former Tenant testified that she was experiencing serious health issues at the time and was scheduled to undergo surgery abroad. She stated that she interpreted the response from the Landlord's employee as acceptance of the one-month notice.
14. Section 44 of the Residential Tenancies Act, 2006 (the 'Act') sets out the requirements for tenants providing notice of termination to landlords. Pursuant to subsection 44 (2) of the Act, "a notice 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".
15. I find that the email from the Landlord's employee clearly and correctly advised the Former Tenant that the notice provided was not lawful and that rent would be owing until the correct termination date, which in this case was June 30, 2024. The email further stated that the Landlord would be consulted regarding a potential earlier release from liability and that the Former Tenant would be advised if such an agreement was reached. I find there was little ambiguity in this correspondence.
16. Based on the evidence before me, I am satisfied that the Former Tenant did not provide lawful notice to terminate the tenancy. Subject to mitigation, the Former Tenant remained responsible for rent until June 30, 2024.
17. The Landlord's agent testified that the unit was advertised for rent on May 1, 2024, the date the N9 notice was received, and that a new tenancy commenced on June 15, 2024. I

am satisfied that the Landlord properly mitigated their losses in accordance with section 16 of the Act. Accordingly, the Former Tenant is responsible for daily compensation up to June 14, 2024 only.

18. It was undisputed that the last rental period for which rent was paid was April 1 to April 30, 2024.
19. The total rent arrears and daily compensation owing to June 14, 2024 are \$2,559.82.
20. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of 1 cheque given by or on behalf of the Former Tenant which was returned NSF.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Rent Deposit

22. The Landlord collected a rent deposit of \$1,753.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
23. Interest on the rent deposit, in the amount of \$19.93 is owing to the Former Tenant for the period from January 1, 2024 to June 14, 2024.
24. The Landlord's agent testified that the Landlord also collected a key deposit from the Former Tenant in the amount of \$300.00 that is also owing to the Tenant.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,559.82, which represents rent and compensation owing up to June 14, 2024.
2. The Former Tenant shall also pay the Landlord \$20.00 for bank charges and related administration charges for cheque given by or on behalf of the Former Tenant which was returned NSF
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$2,072.93 which is the amount of the key deposit, rent deposit, and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
5. The total amount the Former Tenant owes the Landlord is \$692.89*. See Schedule 1 for the calculation of the amount owing
6. If the Former Tenant does not pay the full amount owing on or before May 5, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 6, 2026 at 4.00% annually on the balance outstanding.

April 24, 2026
Date Issued

Melissa Anjema
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.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To June 14, 2024	\$2,559.82
NSF Charges	\$20.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,753.00
Less the amount of the interest on the last month's rent deposit	- \$19.93
Less the amount of the refundable key deposit	-\$300.00
Total amount owing to the Landlord	\$692.89