



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

Citation: 1030553 Ontario Limited v Scheenaard, 2026 ONLTB 33713

Date: 2026-05-01

File Number: LTB-L-013509-26

In the matter of: 522, 44 DUNFIELD AVE
TORONTO ON M4S2H2

Between: 1030553 Ontario Limited Landlord

And

Dillon Scheenaard Tenant

1030553 Ontario Limited (the 'Landlord') applied for an order requiring Dillon Scheenaard (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on April 21, 2026.

The Landlord's legal representative Howard Levenson and the Tenant attended the hearing.

The Tenant spoke with Tenant Duty Counsel.

Determinations:

1. The Tenant vacated the rental unit on February 20, 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 February 1, 2026 to March 31, 2026.
3. The lawful rent is \$2,075.00. 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 parties entered into a lease agreement on April 1, 2025 for a fixed term ending March 31, 2026.
6. While the Tenant complained of noise disturbances at the rental unit, he did not provide any s.82 issues he intended to raise at the hearing nor was the Landlord provided with any evidence.

7. On January 20, 2026, the Tenant sent a text message stating his intention to vacate at the end of the lease, March 31, 2026. The Landlord acknowledged and accepted the Tenant's notice to vacate.
8. The Tenant said that he asked the Landlord to assign the unit and the Landlord imposed probative fees which he believed to be a barrier to seek early termination. He then gave a second N9 notice on January 30, 2026 with a termination date of March 4, 2026. He believed he was entitled to do so stating the Landlord made an assignment too restrictive. The Tenant filed an A2 application which is scheduled to be heard on July 6, 2026.
9. The Landlord's representative said no evidence related to the A2 application was served prior to this hearing and to his knowledge the Landlord did not receive any request to assign the unit.
10. For clarity, no determination has been made on the Tenant's A2 application. This will be heard as scheduled.
11. The Tenant did not pay rent for February 2026 and the Landlord said the last month rent deposit was applied to March 2026, the last month of the tenancy.
12. In this circumstance, the Tenant gave notice to end the tenancy on January 20, 2026 with a termination date of March 31, 2026 at the end of the fixed term of the lease. The fact that the Tenant chose to move out on an earlier date, does not void his obligation of proper notice.
13. Having returned vacant possession to the Landlord on February 20, 2026, it is unreasonable to conclude that the Landlord could have prepared to unit, advertised the unit and secure a new tenancy for March 1, 2026. While a Landlord is required to mitigate their loss, I find they had little time to do so.
14. The rent arrears and daily compensation owing to March 31, 2026 are \$4,150.00.
15. The Landlord collected a rent deposit of \$2,075.00 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 \$36.29 is owing to the Tenant for the period from June 1, 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 \$2,224.71. 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 May 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 13, 2026 at 4.00% annually on the balance outstanding.

May 1, 2026
Date Issued

Dana Wren
Member, Landlord and Tenant Board

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