



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

File Number: LTB-L-041436-25

In the matter of: 702B, 702 CONFEDERATION ST
SARNIA ON N7T2C9

Between: MUTUAL PROPERTY MANAGEMENT Landlord

And

CORI WIGCHERT Former Tenant

MUTUAL PROPERTY MANAGEMENT (the 'Landlord') applied for an order requiring CORI WIGCHERT (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on January 29, 2026.

Only the Landlord's agent, Michelle Ramon, and the Landlord's legal representative, Kristen Jarvis, attended the hearing.

As of 9:56am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
2. 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.
3. These documents were served on December 24, 2025 by email.
4. The Former Tenant vacated the rental unit on November 29, 2024.
5. 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

6. The lawful rent was \$1,150.00. It was due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$37.81. This amount is calculated as follows: $\$1,150.00 \times 12$, divided by 365 days.
8. The Former Tenant has not made any payments since the application was filed.
9. The Former Tenant is 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. Therefore, the Former Tenant's obligation to pay rent ended on July 31, 2025, for the reasons that follow.
10. The tenancy was created by a fixed-term lease that began on August 1, 2024 and was scheduled to end on July 31, 2025. On October 4, 2024, the Former Tenant advised the Landlord that she would be vacating on November 29, 2024. This communication did not constitute a valid notice of termination under the Act: it was given less than 60 days before the proposed termination date, and it was given during a fixed term to take effect before the end of that term.
11. The Former Tenant vacated on November 29, 2024 without a valid notice of termination, Board order, or agreement to terminate. Section 88 of the Act therefore governs the continuing obligation to pay rent. The Landlord limited its claim to July 31, 2025, the end of the fixed term, and re-rented the unit in October 2025.
12. Section 88 requires the Landlord to take reasonable steps to mitigate its losses. Section 16 of the Act also requires a person who is seeking compensation for a loss to take reasonable steps to minimize that loss. Based on the uncontested evidence, I am satisfied that the Landlord made reasonable efforts to re-rent the unit. The Landlord listed the unit for rent immediately after receiving the Former Tenant's notice, advertised the unit in the building and online, and showed the unit to prospective tenants approximately 14 times before it was re-rented. Although the unit was not re-rented until October 2025, I am satisfied that the Landlord took reasonable steps to reduce its losses.
13. The rent arrears and daily compensation owing to July 31, 2025 are \$9,200.00.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,150.00 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.
16. Interest on the rent deposit, in the amount of \$30.09 is owing to the Former Tenant for the period from July 15, 2024 to July 31, 2025.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$9,200.00, which represents rent and compensation owing up to July 31, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

3. The Landlord owes \$1,180.09 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$8,205.91*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before May 15, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 16, 2026 at 4.00% annually on the balance outstanding.

May 4, 2026
Date Issued

Colin Elsby
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 July 31, 2025	\$9,200.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,150.00
Less the amount of the interest on the last month's rent deposit	- \$30.09
Total amount owing to the Landlord	\$8,205.91