



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

File Number: LTB-L-014715-26

In the matter of: BASEMENT, 377 EAST AVE
SCARBOROUGH ON M1C2W5

Between: Manasvi Sharma Landlord

And

Pardeep Dalal Tenants
Alkesh Dalal
Manisha Dalal

Manasvi Sharma (the 'Landlord') applied for an order requiring Pardeep Dalal, Alkesh Dalal And Manisha Dalal (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on April 27, 2026.

The Landlord and the Tenant, Pardeep Dalal, attended the hearing.

Determinations:

1. The Tenants vacated the rental unit on February 19, 2026. The Tenants were in possession of the rental unit on the date the application was filed.
2. The Tenants 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 \$2,250.00. It is due on the 1st day of each month.
4. The Tenants have not made any payments since the application was filed.
5. It was uncontested that on August 28, 2025, Tenants signed a one-year lease with the Landlord, commencing September 1, 2025, to August 31, 2026.
6. It was also uncontested that on or about January 20, 2026, the Tenants made the Landlord aware that they were vacating the unit mid February due to unforeseen circumstances of leaving the country and also sent the Landlord some contact information of people that may want to assign the lease until the end of their rental term of August 31, 2026.

7. The Landlord testified that only one person returned his call but was not interested to view the rental unit.
8. The Landlord also testified that around the beginning of February, the Landlord advertised the rental unit on Kijiji, Facebook Marketplace for availability on March 1, 2026. They were unable to re-rent the unit to the date of the hearing.

Analysis

9. Based on the uncontested evidence, I find the Tenants are no longer in possession of the rental unit but that the tenancy was not lawfully terminated in accordance with a notice of termination pursuant to the requirements of a notice of termination set out in section 47 of the Act.
10. It was undisputed that the notice given by the Tenants to terminate the tenancy was not a 60-day notice to the end of the rental term of August 31, 2026, and was not valid as it only provided approximately 30-days notice. Further, I find the Landlord conducted itself diligently in trying to minimize losses by re-renting the rental unit as soon as practicable, taking into account the Landlord's obligations in section 16 of the Act.
11. The Landlord was not able to re-rent the rental unit for the month of March 2026. I also note that pursuant to subsection 88(1)1 of the Act, the earliest termination that could have been specified in the Tenants' notice to terminate would have been August 31, 2026.
12. I find that the Tenants failed to give proper notice to terminate the tenancy pursuant to the Act as the Tenants was required to provide the Landlord to the end of the term. As they did not give proper notice, the Landlord was obligated to rent the unit as soon as possible to mitigate their losses. I accept the Landlord's evidence that they advertised and attempted rented the unit in a reasonable manner. As the Landlord had losses for the rent for the month of March and April, as the Tenants vacated on February 19, 2026, I find the Landlord is entitled to the additional months of rent to April 30, 2026.
13. The rent arrears owing to April 30, 2026 are \$6,750.00.
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 \$2,250.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
16. Interest on the rent deposit, in the amount of \$27.44 is owing to the Tenants for the period from September 1, 2025 to April 30, 2026.

It is ordered that:

1. The Tenants shall pay to the Landlord \$4,658.56. This amount includes rent arrears owing up to April 30, 2026, and the cost of the application minus the rent deposit and interest owing. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenants.

2. If the Tenants do not pay the Landlord the full amount owing on or before May 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

May 6, 2026
Date Issued

Colette Myers
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.