



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

File Number: LTB-L-013204-26

In the matter of: 483 POZBOU CRES
MILTON ON L9T8H9

Between: Moses Mwanandimai Landlords
Adelaide Katyora

And

Oluwaseun Abayomi Patrick Odofa Tenants
Yetunde Esther Odofa

Moses Mwanandimai and Adelaide Katyora (the 'Landlords') applied for an order requiring Oluwaseun Abayomi Patrick Odofa and Yetunde Esther Odofa (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on April 30, 2026.

The Landlords' Representative, Babatunde Sanni, and the Tenant, Oluwaseun Abayomi Patrick Odofa, attended the hearing.

Determinations:

1. The Tenants vacated the rental unit on March 29, 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 29, 2026.
3. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
4. The Tenants have not made any payments since the application was filed.
5. The Tenants are 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 Tenants' obligation to pay rent under the tenancy agreement continued.
6. The rental agreement between the Landlords and the Tenants was for a fixed one-year period running to April 9, 2026.

7. The Tenants did not give valid notice to terminate the tenancy. In December 2025, the Tenants informed the Landlords of their intent to vacate the rental unit at the end of February 2026. This was not, however, valid notice under the *Residential Tenancy Act, 2006*, SO 2006, c 17 (the 'Act'). Per section 47 and 44(4) of the Act, notice given by a Tenant with respect to a tenancy for a fixed term is effective on the expiration date specified in the tenancy agreement. In other words, the Tenant was not entitled to give notice of their intent to end the tenancy before April 9, 2026, and is liable for rent up to that date, pursuant to subsection 88(1), paragraph 1, of the Act.
8. In determining the arrears of rent owing in these circumstances, the Board must consider whether the Landlord has taken reasonable steps to minimize loss in accordance with the requirements of the Act: sections 16, 88(4).
9. The evidence shows that the Landlord took reasonable steps to minimize their losses. The Landlord advertised the unit for rent as soon as practicable after becoming aware of the Tenants' intentions to vacate. The parties cooperated in the process of re-renting the unit. A potential tenancy – slated to commence March 1, 2026 – fell through after the Landlord could not confirm the intended occupant's employment status. A lease to rent the property was ultimately signed on March 29, 2026.
10. Given the Landlord's reasonable efforts and the fact that the unit was re-rented on March 29, 2026, the Tenant is responsible for arrears owing up to that date.
11. The rent arrears and daily compensation owing to March 29, 2026, are \$5,860.27.
12. The Landlords collected a rent deposit of \$3,000.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit is applied to the arrears of rent because the tenancy is terminated.
13. Interest on the rent deposit, in the amount of \$61.10 is owing to the Tenants for the period from April 10, 2025, to March 29, 2026.
14. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay to the Landlords \$2,985.17. This amount includes rent arrears owing up to March 29, 2026, and the cost of the application minus the rent deposit and interest owing.
2. If the Tenants do not pay the Landlords the full amount owing on or before May 16, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 17, 2026, at 4.00% annually on the balance outstanding.

May 12, 2026
Date Issued

Jeremy Henderson
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.