



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

Citation: RAJI v HEINRICKS, 2026 ONLTB 37339

Date: 2026-05-14

File Number: LTB-L-010858-26

In the matter of: 2, 565 JAMES STREET NORTH
HAMILTON ON L8L1J8

Between: ABDUL RAJI Landlord

And

MICHELLE HEINRICKS Tenant

ABDUL RAJI (the 'Landlord') applied for an order requiring MICHELLE HEINRICKS (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on April 13, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Tenant vacated the rental unit on March 1, 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 \$1,766.35. 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 Landlord requests rent in lieu of proper, lawful notice for the month of March, 2026.
6. The Tenant provided notice to the Landlord on January 29, 2026 via an email that she would be moving out of the rental unit on March 1, 2026. The tenancy was a month to month tenancy, and the period of notice to terminate this tenancy was 60 days on the last date of the rental period, pursuant to section 44(2) of the *Residential Tenancies Act, 2006*. Therefore, the Landlord submits that the earliest date upon which the Tenant could validly terminate the tenancy after providing notice on January 29, 2026 is March 31, 2026, and the Landlord is entitled to rent to that date.

7. The Tenant does not dispute that the notice of termination was provided to the Landlord on January 29, 2026, but believes that sufficient notice was provided and that after the application of her last month's rent deposit being held by the Landlord she owes no monies to the Landlord.
8. The Tenant did not vacate the rental unit pursuant to a notice of termination. Consequently, I find that the Landlord is entitled to rent from the Tenant to March 31, 2026, pursuant to section 88(1)1 of the Act. That is, the Landlord is entitled to rent to the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47 of the Act, when the Landlord has made an effort to mitigate their loss, as was the case here.
9. The rent arrears and daily compensation owing to March 31, 2026 are \$3,532.70.
10. The Landlord collected a rent deposit of \$1,766.35 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.
11. Interest on the rent deposit, in the amount of \$9.15 is owing to the Tenant for the period from January 1, 2026 to March 31, 2026.
12. 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 \$1,943.20. 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 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 26, 2026 at 4.00% annually on the balance outstanding.

May 14, 2026
Date Issued

Sean Ramage
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.