



Order under Section 135 Residential Tenancies Act, 2006

Citation: Nimarta Singh v Durairaj, 2026 ONLTB 38542

Date: 2026-05-14

File Number: LTB-T-099738-25

In the matter of: 6119 Clover Ridge Cres
Mississauga ON L5N7B2

Between: Nimarta Singh Tenant
Simardeep Kaur
Gagan Dyal Singh

And

Kannan Durairaj Landlord
Brindha Kannan

Nimarta Singh Nimarta Singh, Simardeep Kaur Simardeep Kaur and Gagan Dyal Singh Gagan Dyal Singh (the 'Tenant') applied for an order determining that Kannan Durairaj and Brindha Kannan (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 11, 2026. The Landlord and the Tenant attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. It was undisputed that the parties entered into a tenancy agreement in September 2025, for a fixed term of October 1, 2025, to September 30, 2026. The Tenant paid the first month's rent and the last month's rent deposit, totalling \$6,300.00. The Tenant contacted the Landlord on October 2, 2025, requesting to terminate the tenancy early by agreement. The parties had some communications but did not sign an N11: Agreement to End the Tenancy. The rental unit was listed for rent on October 16, 2025. The Tenant vacated the rental unit on October 31, 2025. The Landlord did not give the Tenant a notice of termination.

3. The Tenant, Nimarta Singh ('NS'), testified that when she spoke with the Landlord's real estate agent, he said the Landlord was agreeable to end the tenancy at the end of October 2025, but also mentioned a 60-day notice requirement. NS provided a text message from the agent sent on October 16, 2025, which indicates that the Landlord is willing to address the pest issue, and shows the Landlord's position on the termination. The text states:

Hi Nimarta,

As we discussed in detail yesterday morning, the landlord is willing to hire a pest control company for a full year to address the pest issue, should you decide to stay. He's also open to offering a rent reduction for October and November in light of the situation. He mentioned that the same company was hired last year, and the previous tenant had confirmed that the roach problem was resolved. However, since you've observed otherwise, he's provided the option to proceed with further treatment, which we discussed yesterday. That said, you mentioned that you've already made up your mind to move out by the end of this month. We understand and will move forward with listing the property immediately in hopes of securing new tenants by November 1st.

If we're unable to find suitable tenants by then, the landlord is prepared to accept your 60-day notice and release you from the one-year lease.

We'll also drop by on Sunday afternoon to take a look at the situation ourselves.

Thanks

4. The Landlord, Brindha Kannan ('BK'), denied agreeing to terminate the tenancy. She acknowledged that her real estate agent spoke with the Tenant while she was out of the country but was consistent in the content of what was communicated. Specifically that, if the Landlord finds a new tenant for November 1, 2025, then the tenancy would be terminated, but if not, then the Landlord would accept a 60-day notice by the Tenant.
5. I am not satisfied that there was an agreement to terminate the tenancy between the parties. NS herself testified that, in her verbal conversation with the Landlord's real estate agent, he indicated a willingness to terminate the tenancy but also mentioned a 60-day notice requirement. The portion of the agent's text message regarding the pests shows the Landlord's intention to continue the tenancy. The portion relating to the termination acknowledges the Landlord's duty to mitigate their damages by looking for new tenants, but does not confirm an October 31, 2025, termination. In essence, the Tenant was seeking termination on October 31, 2025. The Landlord was only agreeable to this date on the condition that new tenants were found; otherwise, the Landlord sought termination on November 30, 2025. There was no meeting of the minds, and no specific date finalized.
6. Pursuant to section 47 and 44(4) of the *Residential Tenancies Act* (2006) (the 'Act'), a tenant may only terminate a fixed term tenancy at the end of the fixed term. The tenant must give at least 60 days' written notice. In this case, the Tenant's notice of termination was not given 60 days in advance and was not effective on the end date of the fixed term tenancy. Therefore, it does not comply with the requirements of the Act and arrears of rent are calculated in accordance with section 88.
7. Pursuant to section 88 of the Act, arrears of rent are calculated to the earliest termination date that could have been specified in a notice of termination, had it complied with the Act. However, if a landlord enters into a new tenancy, arrears are calculated to the start date of

the new tenancy. I must also consider whether the Landlord took reasonable steps to minimize their losses in accordance with section 16 of the Act.

8. BK testified that she was out of the country at the beginning of October 2025. The unit was re-listed for rent on October 16, 2025, for the same price, once she returned. However, the Landlord could not find a new tenant for three months. Around the end of December 2025, the Landlord decided to sell the unit and conducted renovations. The unit was sold in April 2026.
9. The Tenant argued that the Landlord delayed in re-listing the unit for rent. I am not satisfied that this is the case; the Landlord was out of the country at the beginning of October 2025, and their real estate agent was still communicating with the Tenant regarding the termination at the time. The October 16, 2025, text message indicates that the Landlord was still trying to continue the tenancy but ultimately made the decision to re-rent. I am satisfied that the Landlord re-listed the unit within a reasonable time and that they incurred losses despite attempting to minimize them.
10. Since the Tenant owed rent for the month of November 2025, the Landlord was entitled to apply the last month's deposit for that month. Therefore, the Landlord did not illegally retain the deposit, and the application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

May 14, 2026
Date Issued

Kate Sinipostolova
Member, Landlord and Tenant Board

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