



Order under Section 87 Residential Tenancies Act, 2006

Citation: 36 TWELFTH LTD. v Allen, 2026 ONLTB 35941

Date: 2026-05-13

File Number: LTB-L-070105-25

In the matter of: 6, 36 TWELFTH ST
ETOBICOKE ON M8V3G7

Between: 36 TWELFTH LTD. Landlord

And

Daniel Allen Former Tenant

36 TWELFTH LTD. (the 'Landlord') applied for an order requiring Daniel Allen (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on March 11, 2026.

The Landlord's Legal Representative Elizaveta Povargo, the Landlord's Agent Kan Vivek and the Tenant attended the hearing.

Preliminary Issue:

1. The Landlord's Legal Representative Ms. Povargo sought to amend the application to increase the amount claim.
2. The request was denied as the amendment sought a higher amount on the day of the hearing without a certificate of service and would prejudice the Tenant.
3. I turn to Rule 15 of the Rules of Procedure, it states:

“Rule 15 - Amending Applications

15.1 *A request to amend an application before the hearing must be:*

- a. in writing;*
- b. served with the amended application to all other parties; and*
- c. filed with LTB with the amended application and a completed Certificate of Service.*

15.2 Where the request to amend requires the LTB to revise the Notice of Hearing, the applicant must serve the revised Notice of Hearing to all other parties and file a Certificate of Service within 7 days of receiving the revised Notice.”

4. In this case, I find that permitting the amendment would prejudice the Tenant and would be a breach of Rule 15. The Board proceeded on the original application.

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 using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
3. These documents were served on September 9, 2025, by email.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
5. The Former Tenant has not made any payments since the application was filed.
8. The Landlord first witness was Ken Vivek, Director of Operations at the residential complex. He testified that his responsibilities include oversight of tenancy records, supervision of property managers, management of day-to-day operations, and oversight of leasing staff and employees.
9. He stated that he became familiar with this tenancy through property records and through the prior property manager Dana Smolovic, who is no longer employed by the Landlord.
10. The Landlord submitted the evidence of the written lease agreement.
11. The lease established, the following:
 - **Landlord** was 3612 Limited
 - **Tenants** were Daniel Allen and Amira Allen
 - **Rental Unit** was Unit 6 – 36 12th Street (the rental unit)
 - **Fixed Term** was from November 1, 2024, to October 31, 2025
 - **Monthly Rent** was \$2,575.00
 - **Rent Due** was on the 1st day of each month
 - **Lease Signed** by the parties on or about October 21, 2024
12. The Tenant did not dispute the lease agreement and acknowledged these facts.
13. On or about June 2, 2025, Mr. Vivek testified that the co-tenant Amira Allen served an N15 Notice, with a termination date of June 30, 2025. The Landlord accepted the N15 Notice served by Amira Allen.

14. Based on the N15 Notice being served on the Landlord, the Landlord's position is that after June 30, 2025, Daniel Allen (the Tenant) remained solely responsible for the lease obligations.
15. Mr. Vivek testified that Mr. Allen produced correspondence between Daniel Allen and property Dana Smolovic. The email was dated for May 27, 2025, at 4:18 p.m., this email stated that he had separated from his wife, he could no longer afford the rent, June would be his last month of rent, and he intended to stop future rent payments.
16. The Landlord responds to Mr. Allen's email on May 28, 2025, at 9:19 a.m. by email., advising the Tenant that under he remained responsible for rent until either, the end of the fix term (October 31, 2025) or the unit was re-rented.
17. Mr. Vivek testified that no keys were returned by July 4, 2025. When inspecting the rental unit on July 4, 2025, the rental unit appeared mostly vacant, and three furniture pieces remained inside. After discovering this the Landlord immediately advertised the rental unit to mitigate their losses.
18. The Landlord considered possession unresolved as there was no formal move-out notice was received from the Tenant, and the keys were not returned.
19. Lastly, Mr. Vivek testified that no rent was paid in July and August 2025, the Landlord applied the last month's rent deposit to September 2025, the rental unit was re-rented on October 1, 2025. He asked the Board consider compensation for the July and August 2025, unpaid rent.
20. The Tenant cross- examined Mr. Vivek on the evidence presented.
21. He questioned Mr. Vivek why the Landlord pursued him for arrears when he was escorted by Police from the rental unit on May 22, 2025. Mr. Vivek testified that both tenants signed the lease and were jointly responsible. Once the Landlord received the N15 Notice from Amira Allen, the Landlord honoured that termination. The Tenant then remained responsible for rent under the lease until re-rental or lease expiry.
22. The Landlord's second witness was Fazeena Ismail. She testified that she work as the Leasing Coordinator at the residential complex.
23. She stated that part of her duties as a Leasing Coordinator she is responsible for showing units to prospective tenants, coordinate leasing appointments, respond to rental inquiries, assisting with rental applications, and she facilitates re-rental of vacant units.
24. Ms. Ismail testified that once management notifies leasing staff that a unit is becoming available:
 - advertisements are posted immediately.
 - inquiries are received through centralized systems.
 - prospective tenants contact the Landlord by phone or email.
 - appointments are scheduled.
 - in-person showings are conducted.
 - interested prospects receive rental applications and document requirements.

25. Advertisements were distributed through platforms including Rental.ca, Zumper, PadMapper, and other centralized listing systems.
- The advertisements included:
 - unit type (studio / 1 bedroom / 2 bedroom)
 - rent amount
 - parking information
 - amenities
 - photographs
 - building features
 - promotional offers if applicable
26. She explained that advertisements typically display the building address rather than a specific unit number.
27. Ms. Ismail testified that Unit 6 was advertised in the same manner. She testified that she became aware in approximately July 2025 that unit would require re-rental. She began posting advertisements in July 2025, and them remained active until the rental unit was successfully rented.
28. Although unit 6 advertisement was no longer available, she testified that the 2025 advertisement was identical in form to the sample she provided at this hearing.
29. Ms. Ismail testified that the Landlord used centralized systems including LeadSimple and RentSync. These systems assist the Landlord to track inquiries, tours, follow-up communications, and rental applications.
30. She provided evidence for inquires about Units in the residential complex for the following dates:
- July 17,21,23,26, and 29, 2025
 - August 13, 15, and 25, 2025
 - September 4,8,9,16,17,20, 22,25,26, and 27, 2025
31. Ms. Ismail testified that she personally conducted in-person showings for Unit 6. She stated that 4 showings were completed, on prospect did not attend. Showings were generally conducted Wednesday through Sunday between 11 a.m. and 7p.m. After the showings she would follow-up with the prospective tenants by email, text, and phone.
32. She testified that between one and three rental applications were submitted for the unit. One of the September showings resulted in a successful applicant, who became the new tenant. She submitted a copy of the new lease agreement as evidence, showing that the new tenants entered a one-year fixed-term tenancy commencing October 1, 2025. The lease was signed on or about September 24, 2025.
33. The Tenant cross examined Ms. Ismail on her evidence presented. He challenged whether there was sufficient proof that Unit 6 was specifically advertised and actively marketed. He

argued the advertisements did not clearly show Unit 6, her evidence was insufficient to prove mitigation, and there was no clear proof the exact unit was listed.

34. Ms. Ismail responded that one September showing resulted in the current replacement tenant, the successful October 1, 2025 and her leasing/advertisement records reflect the Landlord's efforts to re-rent the unit.
35. The Tenant Mr. Allen testified that he was removed from the premises by the Police on May 22, 2025, claiming that he no longer had possession or access to the rental unit after that date.
36. He stated that Police escorted him from the premises and his belongings from the rental unit. He stated that he provided management with information regarding the police occurrence and Amira Allen and their child remained in the rental unit.
37. He submits the it is unfair to hold him solely responsible where domestic circumstances and police intervention led to his departure.
38. He argued the advertisements did not clearly show Unit 6, her evidence was insufficient to prove mitigation, and there was no clear proof the exact unit was listed. Stating that the Landlords evidence regarding advertising and re-renting the unit was vague and insufficient. Lastly, Mr. Allen states that the Landlord should not recover two full months of rent.
39. I find that the Tenant also acknowledged that police did not terminate the lease. His evidence showed only that he physically left the premises, not that the tenancy legally ended.
40. The Landlord's Legal Representative Ms. Povargo cross-examined the Tenant on the evidence presented.
41. During cross examination the Tenant admitted the following:
 - he signed the lease agreement.
 - he understood he was a tenant under the lease.
 - he understood tenants are responsible for rent obligations.
 - the lease was for a fixed term.
 - he vacated before the expiry of the fixed term.
 - he did not sign an N11 agreement to terminate.
 - he did not assign the tenancy.
 - the Landlord did not release him from the lease.
 - he did not pay July or August 2025 rent.

Analysis

42. The Tenant's primary defence is that he was removed by the Police following a domestic dispute involving the co-tenant and therefore should not remain responsible for rent in July and August 2025. I do not accept this argument.
43. The evidence establishes that the dispute was between the Tenant and co-tenant, not between the Tenant and the Landlord. The police attendance did not terminate the tenancy agreement.
44. The Landlord did not evict the remaining Tenant or change the locks.
45. Although the Tenant raised concerns regarding the co-tenant Amria Allen and the Landlord's evidence of an N15 Notice. I accept the Landlord explanation that due to the N15 process. When I turn to section 47.4(1) of the 'Act', it states:

Confidentiality

47.4 (1) A landlord to whom a notice is given under subsection 47.1 (1) or 47.2 (1) shall keep confidential and shall not, except as provided in subsections (2) to (5), disclose to any person or entity the fact that the notice has been given, the notice or accompanying documentation or any information included in the notice or accompanying documentation. 2016, c. 2, Sched. 6, s. 1.

46. The Landlord was therefore required to keep Ms. Allen's request confidential. I find that Ms. Allen's tenancy terminated effective June 30, 2025.
47. In these circumstances, the Landlord was entitled to pursue the remaining Tenant, Daniel Allen, for the full rent loss for July and August 2025.
48. I then turn to the issue of mitigation of losses. The Landlord claims that on or about July 4, 2025, she inspected the rental unit and discovered that most of the unit was vacant, with only three pieces of furniture remaining. Ms. Ismail testified that she was contacted by the Landlord sometime in July 2025 to begin advertising the unit.
49. Ms. Ismail is the leasing coordinator. She testified regarding the Landlord's advertising process, including posting listings, responding to inquiries, conducting showings, and receiving rental applications. She stated that during showings conducted in September 2025, she received between one and three applications for Unit 6. A lease with a new tenant was ultimately executed in September 2025, with the new tenancy commencing October 1, 2025. I accept her testimony that Unit 6 was re-rented as of October 1, 2025.
50. I find that although Ms. Ismail was unable to provide precise dates for all showings, the evidence establishes that the Landlord began mitigating her losses shortly after July 4, 2025. With respect to advertising, the advertisements produced by the Landlord were largely exemplars rather than direct copies of the July 2025 listing. Ms. Ismail explained that the listing system overwrites older advertisements. I accept this explanation. Her testimony regarding when and how the unit was advertised was not challenged during cross-examination. There was no evidence from the Tenant to rebut or contradict this normal business practice.

51. I find Ms. Povargo's cross-examination of the Tenant to be significant. The Tenant admitted that he signed the lease, understood that he was a tenant, and was responsible for the rent obligations under the lease. He further admitted that the lease was terminated before the fixed term ended, that no N11 agreement to terminate was signed, and that the Landlord did not release him from the lease.
52. For all of the reasons, I am satisfied on a balance of probabilities that the Landlord has met her burden of proof. The Tenant's removal by police did not terminate the tenancy, the Landlord did not take any steps to evict or exclude the Tenant from possession, and no lawful notice of termination, agreement to terminate, or LTB order brought the tenancy to an end prior to the expiry of the fixed term. The co-tenant's tenancy terminated effective June 30, 2025, leaving the Tenant solely responsible for the rent obligations under the lease. I further find that the Landlord took reasonable steps to mitigate her losses and successfully re-rented the unit effective October 1, 2025. As a result, I find that the Tenant, Mr. Allen, remains liable for the unpaid rent for July and August 2025.
53. 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 September 30, 2025.
54. The rent arrears and daily compensation owing to are \$5,150.00.
55. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
56. The Landlord stated that the used the Tenant's last month rent deposit of September 2025 rent given a new tenancy began on October 1, 2025.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$5,150.00, which represents rent and compensation owing up to September 30, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$5,336.00*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before May 24, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 25, 2026, at 4.00% annually on the balance outstanding.

May 13, 2026
Date Issued

Anthony Bruno
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	\$5,150.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,336.00