



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

File Number: LTB-L-006525-26

In the matter of: 1544 WELLWOOD TERR
MILTON ON L9E 1V4

Between: Tarsem Randhawa
Kashmir Randhawa

Landlords

and

Farshid Ghaemmaghani
Vrnesa Ghaemmaghani

Tenants

Tarsem Randhawa and Kashmir Randhawa (the 'Landlords') applied for an order requiring Farshid Ghaemmaghani and Vrnesa Ghaemmaghani (the 'Tenants') to pay the rent that the Tenants owe. The Landlords also claimed charges related to NSF cheques.

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

Only the Landlords' representative, Sarah Teal, and the Landlord, Tarsem Randhawa, attended the hearing. Ms. Randhawa testified on behalf of the Landlords.

As of 1:46 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

1. The Tenants were in possession of the rental unit on the date the application was filed.
2. The Landlords referred to the tenancy agreement the parties signed on June 25, 2024. She testified that the fixed term came to an end on June 30, 2025. She also confirmed that the lawful rent was \$3,250.00 and it was due on the 1st day of each month.
3. The Landlords testified that the Tenants did not pay the total rent they were required to pay under the tenancy agreement for the period of January 1, 2026 to January 31, 2026. Although the Tenants vacated the unit on February 1, 2026, the Landlords claim rent up to February 28, 2026, because the Tenants did not provide 60 days' notice.
4. Ms. Randhawa testified that on January 1, 2026, the Tenants sent a message to her indicating their intention to vacate the rental unit on February 1, 2026. She responded that

60 days' notice was required. The Tenants responded by requesting to assign the tenancy. Although the Landlords agreed, the Tenants later informed the Landlords that the proposed assignment had fallen through and did not provide any further information.

5. After the assignment fell through, the Landlords hired a real estate agent and attempted to re-rent the unit. Ms. Randhawa further testified that showing requests were scheduled and communicated to the Tenants; however, requests were declined by the Tenants through the booking system.
6. On February 1, 2026, the Tenants sent a message to the Landlords stating that they had vacated the unit and left the keys inside. The Landlords attended the rental unit shortly thereafter and confirmed that the Tenants had vacated. Some belongings and debris were left behind and required removal before the unit could be re-rented. The Landlords were able to re-rent the unit effective March 1, 2026.

Analysis and Findings

7. Section 37 of the *Residential Tenancies Act, 2006* (the 'Act') provides that a tenancy can only be terminated in accordance with the Act.
8. Section 47 of the Act states that "a tenant may terminate a tenancy at the end of a period of the tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with s. 44(2)." That provision states "a notice under section 47, 58 or 144 to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period."
9. In this case, the tenancy continued on a monthly basis after the initial fixed term expired. The Tenants gave notice on January 1, 2026, of their intent to vacate on February 1, 2026. The Tenants' notice provided less than 60 days, and the termination date was not the last day of a rental period. Therefore, I am satisfied that the Tenants did not give valid notice of termination in accordance with s. 44(2) of the Act.
10. Subsection 88(1)1 of the Act addresses how much rent a Tenants may owe if they vacate a rental unit without having served a valid notice of termination or entering into an agreement to terminate the tenancy, the subsection states "if a Tenants abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the Landlords has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the Tenants shall be made in accordance with the following rules:
 1. If the Tenants vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are owing for 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, 96 or 145, as the case may be."
11. In the present case, the Tenants vacated the unit without having served a valid notice of termination in accordance with subsection 88(1) of the Act; therefore, the Tenants are liable for rent owing up to the earliest termination date that could have been specified had

a proper notice been given, which would have been March 31, 2026, being the last day of the next rental period following the date the Tenants vacated the unit.

12. I have also considered whether the Landlords took reasonable steps to minimize their losses, as required by subsection 88(4) of the Act. The evidence establishes that the Landlords agreed to the Tenants' request to assign the tenancy, the Landlords also hired a real estate agent to list the property for rent, and showings were scheduled promptly. While some showings were declined by the Tenants, the Landlords successfully re-rented the unit on March 1, 2026. There was no evidence before me that the Landlords removed the listing, delayed marketing the unit, or otherwise failed to make reasonable efforts to re-rent the unit during February 1, 2026 to February 28, 2026. Therefore, I find that the Landlords fulfilled its obligations as required by subsection 88(4) of the Act in reasonably attempting to re-rent the unit and to mitigate its losses and is entitled to rent arrears up to February 28, 2026 which is \$6,500.00.
13. Based on the Landlords' uncontested evidence, I am satisfied that the Landlords are entitled to \$20.00 to reimburse the Landlords for administration charges the Landlords incurred as a result of 1 cheque given by or on behalf of the Tenants which was returned NSF. The Landlords also incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlords collected a rent deposit of \$3,250.00 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. Interest on the rent deposit, in the amount of \$121.64 is owing to the Tenants for the period from July 1, 2024, to February 1, 2026.

It is ordered that:

1. The Tenants shall pay to the Landlords \$3,334.36. This amount includes rent arrears owing up to February 28, 2026, and the cost of the application and unpaid NSF charges minus the rent deposit and interest owing.
2. If the Tenants do not pay the Landlords 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 15, 2026
Date Issued

 Adeela Alvez
 Member, Landlords and Tenants 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing	\$6,500.00
Application Filing Fee	\$186.00
Administration charges (NSF)	\$20.00
Less the amount of the last month's rent deposit	- \$3,250.00
Less the amount of the interest on the last month's rent deposit	- \$121.64
Total amount owing to the Landlord	\$3,334.36