



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-018709-26

In the matter of: 1305, 105 THE QUEENSWAY
TORONTO ON M6S5B5

Between: Houman Behinaein Landlord
Shaghayegh Ahmadzadegan

And

Jennika Sritharan Tenant

Houman Behinaein and Shaghayegh Ahmadzadegan (the 'Landlord') applied for an order to terminate the tenancy and evict Jennika Sritharan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 7, 2026.

The Landlord, Houman Behinaein and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on March 31, 2026. However, for the reasons that follow, rent arrears are calculated up to May 31, 2026.
4. At the hearing, the parties agreed to the following facts:
 - a. The parties entered into a fixed-term tenancy for a period ending on May 31, 2026.
 - b. The Tenant gave an N9 notice of termination dated February 12, 2026 with a termination date of March 31, 2026.
5. Sections 47 and 44(4) of the *Residential Tenancies Act, 2006* (the 'Act') state that:

47 A tenant may terminate a tenancy at the end of a period of the tenancy or the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44.

44 (4) A notice under section 47, 58 or 144 to terminate a tenancy for a fixed term shall be given at least 60 days before the expiration date specified in the tenancy agreement, to be effective on that expiration date.

6. Section 88(1) of the Act states:

If a tenant 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 landlord has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

1. If the tenant 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.

7. The Tenant testified that while she gave an N9 on February 12, 2026 for termination March 31, 2026, due to her medical situation and the Landlord's failure to allow for the installation of dialysis treatment machinery in the apartment, she was forced to vacate early. The Landlord submits that as the rental unit is a condominium unit, he had to seek approval for modifications to the rental unit from the condominium board which he began to seek upon receiving the medical documentation from the Tenant's medical workers about the modifications that would be required in the rental unit.
8. Based on the evidence before me, I was not satisfied that the Former Tenants gave 60 days notice before the expiration date of the tenancy agreement as required by the Act.
9. Application of section 88(1) para. 1 suggests that the Former Tenants may owe rent up to May 31, 2026, as that is the earliest termination date that the Former Tenants could have properly specified on the notice of termination.
10. However, subsection 88 (3) of the Act provides that in determining the amount of rent owing, I must consider whether the Landlord re-rented the unit, and subsection 88 (4) of the Act provides that I must give consideration to whether the Landlord took reasonable steps to minimize their losses in accordance with section 16 of the Act.
11. Section 16 of the Act requires that a party who is going to be harmed by the actions of another must take steps to minimize the harm caused to them. In this case, the Landlord had a duty to mitigate their vacancy loss by taking reasonable steps to rent the unit when they found out that the Former Tenants had vacated without giving notice.
12. The Landlord testified that he began showing the rental unit as of April 1, 2026, the day after the termination date in the Tenant's N9 notice and that he has listed the rental unit on

MLS through his real estate agent as of April 2, 2026 but as of the date of the hearing, the Landlord was not able to re-rent the rental unit.

13. Based on the evidence before me, I was satisfied that the Landlord took reasonable steps to mitigate his loss but was unable to re-rent the rental unit. I therefore find that the Tenant is liable for the rent up to the end of the fixed-term.
14. The lawful rent is \$2,400.00. It was due on the 1st day of each month.
15. The Tenant has not made any payments since the application was filed.
16. The rent arrears owing to May 31, 2026 are \$9,000.00.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$2,400.00 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 terminated.
19. Interest on the rent deposit, in the amount of \$53.16 is owing to the Tenant for the period from May 12, 2025 to May 31, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 31, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$6,732.84. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before June 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 3, 2026 at 4.00% annually on the balance outstanding.

May 22, 2026
Date Issued

Christopher Lin
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.

Schedule 1
SUMMARY OF CALCULATIONS

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

Rent Owing To Move Out Date	\$9,000.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$53.16
Total amount owing to the Landlord	\$6,732.84