



## **Order under Section 87 Residential Tenancies Act, 2006**

**File Number:** LTB-L-088788-25

**In the matter of:** 742 HAMMERSLY BLVD  
MARKHAM ON L6E2B2

**Between:** Oy San Mak Landlord

**And**

Williams Orowumi Former Tenant

Oy San Mak (the 'Landlord') applied for an order requiring Williams Orowumi (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on February 26, 2026.

The Landlord, the Landlord's Interpreter, Keith Cheung and the Tenant attended the hearing.

### **Determinations:**

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenant shall pay to the Landlord \$2,358.20 which represents the rent arrears owing to May 31, 2025 and the cost of filing this application.
2. The Tenant testified that he received the L10 and Notice of Hearing on January 14, 2026 by email.
3. The Tenant was present at the hearing and prepared to proceed with the matter.
4. I am satisfied that the L10 and Notice of Hearing were served by courier and email on January 14, 2026 and that the documents were received by email by the Tenant on January 14, 2026 and that there was no prejudice in proceeding with the application.
5. The Former Tenant vacated the rental unit on February 4, 2025.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit. The lawful rent was \$1,100.00. It was due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$36.16. This amount is calculated as follows: \$1,100.00 x 12, divided by 365 days.

9. The Former Tenant has not made any payments since the application was filed.
10. For the reasons that follow, I find that the Tenant's obligation to pay rent ended on May 31, 2025.
11. The parties agreed to the following facts:
- The tenancy was for a fixed-term commencing June 1, 2024 and ending on May 31, 2025.
  - The Tenant vacated the rental unit on February 4, 2025.
12. The Landlord sought an order for the rent arrears up to May 31, 2025 as the Tenant vacated the rental unit without giving proper notice of termination. The Tenant sought an order dismissing the Landlord's application.
13. The Landlord testified that the Tenant did not give any notice of termination. The Landlord testified he was informed by the Tenant on approximately January 20, 2025 that the Tenant would be vacating as he lost his job and could no longer afford to pay the rent and remain in the rental unit. The Landlord testified that he never received formal notice of termination indicating that the Tenant would be vacating but on February 4, 2025, the Tenant vacated and returned the keys to the rental unit. The Tenant testified that he informed the Landlord's real estate agent some time in late January 2025 that he would be vacating the rental unit due to losing his job and his financial circumstances. The Tenant testified he informed the Landlord's real estate agent that he would be moving out in the first week of February. The Tenant testified that he returned the keys on February 4, 2025 but returned on February 5, 2025 to remove his last remaining possessions and clean the rental unit.
14. 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.
15. 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.

16. 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.
17. Application of section 88(1) para. 1 suggests that the Former Tenants may owe rent up to May 31, 2025, as that is the earliest termination date that the Former Tenants could have properly specified on the notice of termination.
18. 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.
19. 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.
20. The Landlord testified that the rental unit was listed for rent some time between February 6, 2025 and February 8, 2025. The Landlord testified that the rental unit was listed by the Landlord's real estate agent but was not re-rented until September 2025.
21. The Landlord entered into evidence two postings of the rental unit for lease.
22. I was satisfied based on the testimony and evidence of the Landlord that the Landlord took reasonable steps to mitigate their losses but was unable to re-rent the unit. I therefore find that the Tenant is liable for the rent to May 31, 2025.
23. 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 May 31, 2025.
24. The rent arrears and daily compensation owing to May 31, 2025 are \$3,300.00.
25. The Landlord is entitled to \$0.00 to reimburse the Landlord for administration charges and \$7.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Former Tenant which was returned NSF.
26. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$1,100.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
17. Interest on the rent deposit, in the amount of \$27.80 is owing to the Former Tenant for the period from May 28, 2024 to May 31, 2025

**It is ordered that:**

1. The Former Tenant shall pay to the Landlord \$3,300.00, which represents rent and compensation owing up to May 31, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$1,127.80 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$2,358.20\*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before June 1, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from June 2, 2026 at 4.00% annually on the balance outstanding.

**May 21, 2026**  
**Date Issued**

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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.

\* 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 May 31, 2025                      | \$3,300.00   |
| Application Filing Fee                                           | \$186.00     |
| Less the amount of the last month's rent deposit                 | - \$1,100.00 |
| Less the amount of the interest on the last month's rent deposit | - \$27.80    |
| Total amount owing to the Landlord                               | \$2,358.20   |