



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

File Number: LTB-L-084356-25-RV

In the matter of: 505 Pine Hollow Ct
Kitchener ON N2R1T3

Between: Brahmnoor Gill Landlord

And

Sukhwinder Singh Tenant
Jaspreet Singh Thiara

Brahmnoor Gill (the 'Landlord') applied for an order requiring Sukhwinder Singh and Jaspreet Singh Thiara (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on May 19, 2026.

The Landlord and the Tenant, SS, attended the hearing. The Tenant was represented Hashem Shafi.

Determinations:

1. For the reasons that follow the Landlord's application is granted in part and the Tenant shall pay to the Landlord \$936.00 on or before June 7, 2026.

Preliminary Request to Adjourn

2. At the beginning of the hearing, the Tenant's representative sought an adjournment as he was retained last night and needed time to prepare. The Tenant's representative submits the tenancy has terminated and the dispute is over one month rent so the prejudice to the Landlord would be minimal.
3. I sought submissions from the Tenant about why he retained legal counsel so late. The Tenant explained that initially he had a law student help him who ghosted him 3-4 days ago which resulted in him frantically trying to reach out to another paralegal/lawyer to assist in this case.
4. The Landlord opposed the adjournment as the parties had been before the Board many times and the Tenant had an adequate opportunity to do the needful to be properly represented.

5. In reviewing the Board's records, it appears that the review request was filed by the Tenant in February 2026 and granted in April 2026. So, I find the Tenant has had since February 2026 if not earlier to prepare their evidence and get representation. While it is unfortunate that the Tenant's friend decided to 'ghost' him, and very unprofessional, I am satisfied the Tenant has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date and therefore the request to adjourn was denied.
6. While the adjournment request was denied, the matter was held down for the Tenant to send their evidence to the LTB and the Landlord and have some time to prepare before I heard the merits of the application.

L9 Application

7. By way of background, this tenancy began in August 2025 for a fixed-month term ending January 31, 2026. The rent was \$1,500.00 and the Landlord is holding a last month rent deposit in the same amount.
8. The residential complex is a house in which the Tenant rented the basement level unit.
9. It is uncontested that the Tenant vacated the rental unit on October 31, 2025.
10. What is contested is when the Tenant gave notice to the Landlord that they were moving out and whether the Landlord is also entitled to the rent for November 2025.
11. The Landlord submits that he was only told by the Tenant 3-4 days before they left that they would be leaving. Given the state of the unit, he began to advertise it after performing repairs and cleaning, on November 5, 2025 and the unit was re-rented for December 2025. The Landlord submits that the Tenant should be held responsible for the rent for November 2025.
12. The Tenant submits that the Landlord was aware of his intention to leave as early as September 2025 due to the thermostat issues but that it was in October that he formalized his intention by sending him a voice note advising that he would be vacated at the end of October 2025. Text messages between the parties were submitted but not in the English language. The Tenant did not submit the voice note in support of their assertion. The Tenant submits he does not owe money to the Landlord and that the application should be dismissed.

ANALYSIS

13. While the Tenant submits the Landlord's application should be dismissed because it does not claim November's rent – the application was filed on October 7, 2025 while the Tenant remained in possession of the rental unit and November's rent could not have been claimed. So, the motion to dismiss for this reason is denied.
14. While I find the last month rent deposit should apply to the rent for October 2025 in accordance with the Act (see section 106(10)), the question before me is whether the Landlord is entitled to the rent for November 2025 and whether the Tenant should be responsible for this rent?

15. Based on the evidence before the Board, it is clear that the Landlord was aware the Tenant was vacating the rental unit at the end of October 2025. Whether that notice was given on October 2, 2025 or October 26, 2025, it was not in accordance with the Act and the evidence before the Board did not confirm there was any agreement between the parties.

16. Section 88(1) of the Act stipulates the following:

88 (1) 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.

...

17. This means the earliest the Tenant could terminate the tenancy was January 31, 2026 at the end of the lease term. I will also note that verbal notices of termination are not valid under the Act.

18. Based on the evidence before me, I find the Tenant is responsible for the rent for November 2025. I say this because there was no evidence before me that the Tenant provided the Landlord with a firm date of October 31, 2025 to vacate the premises. While the Tenant submits there is a voice note, if the Tenant was disputing this amount, it is unclear why this would not be part of their disclosure. The text messages do not indicate a date either for the basement level unit.

19. However, the Act also puts an obligation on the parties to mitigate their losses (see sections 88(4) and section 16 of the *Residential Tenancies Act, 2006*). So when the Landlord found out the Tenant was going to vacate, which he confirmed in cross-examination to be when he inquired about the rent in early October, and when the Tenant realized he couldn't afford the place while still on a fixed term lease with his co-tenant returning to India, both parties had an obligation to make efforts to mitigate their losses.

20. While both parties testified to putting the unit up for rent on Facebook Marketplace and Kijiji, neither of them submitted evidence in support of their assertions.

21. Given the circumstances, I find it appropriate to order half the amount to be paid by the Tenant. I say this because I am not satisfied with either party's efforts to mitigate their losses. The Tenant should have been firm and upfront about the date they were going to leave and the Landlord should have been more proactive once they found out the Tenant was intending to leave. Therefore, the Tenant shall pay \$750.00 plus the application filing fee within eleven days.

22. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord \$936.00. This amount is inclusive of the application filing fee.
2. If the Tenant does not pay the Landlord the full amount owing on or before June 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 8, 2026 at 4.00% annually on the balance outstanding.

May 27, 2026
Date Issued

Sonia Anwar-Ali
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.