



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-012457-26

In the matter of: Basement Unit, 4728 COLOMBO CRES
MISSISSAUGA ON L5M7R4

Between: Manuprasad Padinjarekkara Manjachery Tenant

And

Trupti Shah Landlord

Manuprasad Padinjarekkara Manjachery (the 'Tenant') applied for an order determining that Trupti Shah (the 'Landlord') collected or retained money illegally.

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

The Landlord Trupti Shah and the Tenant Manuprasad Padinjarekkara Manjachery attended the hearing. The Landlord was assisted by their support person Aryan Shah.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must return a portion of the rent retained that exceeds the amount reasonably attributable to a minimal turnover period.
2. The Tenant vacated the rental unit on February 9, 2026, after providing approximately three weeks' verbal notice in the context of a fixed-term tenancy ending September 30, 2026. I note that the Tenant's notice was not compliant with the Residential Tenancies Act, 2006 (the "Act"), and the stated move-out timing "first week of February" was not precise. The Tenant also remained in the unit slightly longer than initially indicated.
3. The Landlord acknowledged that the Tenant paid rent through the end of March 2026 and that the Landlord retained rent for both February and March 2026. The Landlord further acknowledged that they made no effort to re-rent the unit after the Tenant vacated, citing personal health reasons.
4. Under section 16 of the Act, a landlord must take reasonable steps to minimize losses arising from a tenant's breach. A landlord is not entitled to automatically recover rent for the balance of a lease or notice period, and may recover only the rent actually lost, supported by evidence of reasonable mitigation efforts.

5. In this case, the Landlord did not attempt to mitigate the alleged rental loss. Therefore, in my view the Landlord is not entitled to recover ongoing rent loss beyond a minimal and reasonable turnover period.
6. However, given the Tenant's short and unclear notice, the fixed-term nature of the tenancy, and the fact that the Tenant vacated on February 9, 2026 rather than at the outset of the month, I find it reasonable to allow the Landlord to retain the rent for February 2026 as a minimal turnover period.
7. There is no lawful basis for the Landlord to retain the rent paid for March 2026. That amount represents rent retained without entitlement under the Act.
8. The lawful monthly rent was \$2,100.00. I therefore find that the Landlord has retained \$2,100.00 without lawful entitlement, and that amount must be returned to the Tenant.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,148.00. This amount represents:
 - \$2,100.00 for excess rent illegally retained.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 8, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 8, 2026, the Landlord will owe interest. This will be simple interest calculated from June 9, 2026, at 4.00% annually on the balance outstanding.

May 28, 2026
Date Issued

Kyle Anderson
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.