



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

Citation: Williams & McDaniel Property Management v Berrios, 2026 ONLTB 43978

Date: 2026-06-10

File Number: LTB-L-025156-26

In the matter of: 303, 72 ALISON AVE
CAMBRIDGE ON N1R1N2

Between: Williams & McDaniel Property Management Landlord

And

Juan Berrios Tenant
Kayla Brown

Williams & McDaniel Property Management (the 'Landlord') applied for an order requiring Juan Berrios and Kayla Brown (the 'Tenant') to pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on May 28, 2026.

The Landlord's Legal Representative, John Andersen, and the Tenant, Kayla Brown ("Ms. Brown"), attended the hearing.

Determinations:

1. The Tenant vacated the rental unit on March 31, 2026. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Tenant did not pay the total rent they were required to pay for the period from March 1, 2026 to April 30, 2026.
3. The lawful rent is \$2,178.12. It is due on the 1st day of each month.
4. The Tenant has not made any payments since the application was filed.
5. The Tenant is no longer in possession of the rental unit. The Tenant moved pursuant to a notice that they would be vacating the rental unit on March 31, 2026. The parties dispute what date this notice was served.
6. The Tenant's position is that this notice was served on January 31, 2026. Ms. Brown testified the notice was served on this date by putting it through the Landlord's mailbox in

accordance with the Landlord's policy. When I asked Ms. Brown if she had evidence this notice was served, Ms. Brown pointed me to a picture of an undated notice the Tenant had filed in this application.

7. Ms. Brown testified that she only became aware the Landlord did not receive this notice when she sent a text message to the superintendent in regard to their moving out, and was informed by the superintendent that they never received the notice. Ms. Brown testified that after this text exchange the Tenant served another notice to the Landlord. A copy of these text messages were not provided to the Board. The Tenant also did not provide a copy of this second notice to the Board.
8. The Landlord's position is that the notice was only served on them on February 23, 2026. In support of this position the Landlord provided a copy of their letter dated March 5, 2026 in which they acknowledge receipt of the notice on February 23, 2026. This letter lets the Tenant know that in accordance with section 44(2) of the *Residential Tenancies Act*, 2006 (the "Act") 60 days notice was required to validly terminate the tenancy. On that basis the Landlord lets the Tenant know that they remain responsible for April's rent, but that the Landlord will make efforts to re-rent the rental unit for April 1st, and that if the Landlord is able to do so the Tenant will be reimbursed for that month of rent.
9. Ms. Brown testified she never received a copy of this letter until she was provided with the materials for this application.
10. The Landlord also provided a copy of the notice they received from the Tenant on February 23, 2026. I compared this copy to the copy of the notice the Tenant stated was the notice they provided on January 31, 2026. It is clear from an examination of the writing and the wrinkles appearing on the paper in both of these photographs that these are both pictures of the same notice.
11. I find that the notice was served on February 23, 2026 and not January 31, 2026. The notice the Tenant represented was served on January 31, 2026 appears to be the same notice the Landlord received. The Tenant said they served another notice because they became aware their first notice wasn't received by text message. The Tenant failed to provide those text messages. The Tenant also failed to provide a copy of this second notice to show there were multiple notices, despite providing a copy of one of them. I find that when considering the above along with the record provided by the Landlord, including their letter dated March 5, 2026, the totality of evidence better supports that the notice was served on February 23, 2026.
12. In accordance with section 88 of the Act:

"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."*

13. Section 47 of the Act specifies that a tenant may serve a notice of termination on the Landlord in accordance with section 44 of the Act, which requires 60 days notice prior to the last day of a rental period to terminate the tenancy. In this instance as the notice of termination was served on February 23, 2026, the first date that is the last day of a rental period at least 60 days from that date is April 30, 2026. In accordance with section 88(1) of the Act, the Tenant's obligation to pay rent therefore ends on that date.
14. The Landlord had an obligation under section 16 of the Act to take reasonable steps to minimize their losses given they were aware of the Tenant's intent to breach their tenancy agreement. The Landlord presented evidence that the unit was advertised for rent on their website in March, but that the Landlord was not able to re-rent the unit for April, 2026 and also did not rent any 2 bedroom units in the building for April, 2026. I am satisfied based on this that the Landlord took reasonable steps to minimize their losses by attempting to re-rent the unit for April 1, 2026 but were unable to do so.
15. The rent arrears and daily compensation owing to April 30, 2026 are \$4,356.24.
16. The Landlord collected a rent deposit of \$2,125.00 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 is terminated.
17. Interest on the rent deposit, in the amount of \$125.81 is owing to the Tenant for the period from November 22, 2023 to April 30, 2026.
18. The Landlord claimed NSF fees in their application, but acknowledged at the hearing that these were in relation to pre-authorized debits and not cheques. I find the Landlord is therefore not entitled to claim these fees.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,291.43. This amount includes rent arrears owing up to April 30, 2026 and the cost of the application minus the rent deposit and interest owing.
2. If the Tenant does not pay the Landlord the full amount owing on or before June 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 22, 2026 at 4.00% annually on the balance outstanding.

June 10, 2026
Date Issued

Benjamin Seigel
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.