



Order under Section 87 Residential Tenancies Act, 2006

Citation: Burnet v Siko, 2026 ONLTB 44409

Date: 2026-06-10

File Number: LTB-L-044736-25

In the matter of: 1133 Secord
Ottawa ON K1H8C9

Between: Celine Burnet Landlord

And

Emerick Siko Former Tenant

Celine Burnet (the 'Landlord') applied for an order requiring Emerick Siko (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on June 2, 2026.

Only the Landlord's Legal Representative, Nicola Diak, attended the hearing.

As of 9:44 a.m., the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay the Landlord \$1,061.00
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. These documents were served on April 1, 2026, with deemed service on April 6, 2026, by serving the Former Tenant at their current residence.
4. The Former Tenant vacated the rental unit on August 31, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit. On May 31, 2025, the Landlord filed an L10 application to

recover compensation rent. That application was filed under section 87 of the Act, which provides, in part:

Application for arrears of rent

87 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay arrears of rent if,

(a) the tenant or former tenant did not pay rent lawfully required under the tenancy agreement; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 18 (1) of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force.

Application under subs. (1)

(1.1) An application under subsection (1) may be made,

(b) no later than one year after the tenant or former tenant ceased to be in possession of the rental unit.

6. The lawful rent was \$875.00. It was due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$28.77. This amount is calculated as follows: \$875.00 x 12, divided by 365 days.
8. 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 August 31, 2024, as requested by the Landlord. The Former Tenant vacated the rental unit on August 31, 2024, without providing proper notice to the Landlord.

ANALYSIS

9. Section 47 of the *Residential Tenancies Act, 2006* ('Act') allows a tenant to give notice to the Landlord to terminate their tenancy.
10. Section 44(4) of the Act states:

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

[Emphasis added.]

11. Based on the Landlord's uncontested evidence, I find that the Former Tenant gave short notice and vacated the rental unit on August 31, 2024, 2024, which was short notice.
12. Section 88(1)(1) of the Act speaks to the calculation of arrears when a tenant does not give proper notice. It states:

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.**

[Emphasis added.]

13. Section 88(4) of the Act also requires the Board to consider whether the Landlord has established that they mitigated their damages upon being served with short notice.
14. The Former Tenant vacated after giving notice that was short, so the arrears of rent owing to the Landlord are calculated as if the Former Tenants had given proper notice. Had the Former Tenant served a notice in accordance with section 44, the earliest termination date they could have provided was September 30, 2024. This means the Landlord is entitled to rent arrears to September 30, 2024, subject to its duty to mitigate.
15. Based on the uncontested evidence before the Board I find that the Landlord made reasonable efforts to re-rent the rental unit effective, September 1, 2024, and in fact did so upon receiving the Former Tenant's short notice and the Former Tenant vacating the rental unit on August 31, 2024.
16. The rent arrears and daily compensation owing to August 31, 2024, are \$875.00, for unpaid rent in July 2024 and the last month's rent deposit was used for the month of August 2024 as per the submissions of the Landlord's Legal Representative.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. I am satisfied that the Landlord is entitled to claim compensation from the Former Tenant under section 87 of the Act. The Landlord's Legal Representative submitted uncontested testimony of the total rent owing.
19. There is no last month's rent deposit being held by the Landlord.
20. This order contains all of the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$875.00, which represents rent and compensation owing up to August 31, 2024.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$1,061.00*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before June 21, 2026, the Former 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

Panagiotis P. Roupas
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 August 31, 2024	\$875.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$1,061.00