



Order under Section 87 Residential Tenancies Act, 2006

Citation: offic v Danagher, 2026 ONLTB 45065

Date: 2026-06-08

File Number: LTB-L-104562-25

In the matter of: 310, 70 KING ST E
OSHAWA ON L1H0A2

Between: TT7 Inc. offic Landlord

And

Stephen Danagher Former Tenant

TT7 Inc. offic (the 'Landlord') applied for an order requiring Stephen Danagher (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on June 4, 2026.

Only the Landlord's agent Alex Poon attended the hearing. As of 9:40am, 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.
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. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
4. The Former Tenant vacated the rental unit on July 31, 2025.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
6. The lawful rent was \$1,547.37. It was due on the 1st day of each month.

8. The Former Tenant has not made any payments since the application was filed.
9. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. The Landlord's agent testified that the Former Tenant was on a fixed term tenancy agreement ending on December 31, 2025 and that on July 7, 2025, the Former Tenant gave notice to vacate the rental unit on September 30, 2025.
10. Sections 47 and 44(4) of the Act state:

47 A tenant may terminate a tenancy at the end of a period of the tenancy or at 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.

11. The Former Tenant's notice to terminate the tenancy does comply with section 44(4) of the Act, because the earliest termination date that could have been specified on the Tenant's notice was December 31, 2025, the last day of the fixed term of the tenancy. Therefore, the tenancy did not lawfully terminate on September 30, 2025.

12. Section 88(1) of the Act sets out the rules that the Board must apply to determine how much rent a tenant owes after vacating a rental unit without serving a valid notice of termination.

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. An application of section 88(1) para. 1 suggests that the Former Tenant may owe arrears up to December 31, 2025, as that is the earliest termination date that the Former Tenant could have properly specified on the notice of termination. However, I must also consider and apply sections 88(3)-(4) of the Act which state:

- (3) Despite subsections (1) and (2), if the landlord enters into a new tenancy agreement with a new tenant with respect to the rental unit, the tenant who

abandoned or vacated the rental unit is not liable to pay an amount of arrears of rent that exceeds the lesser of the following amounts:

1. The amount of arrears of rent determined under subsection (1) or (2).
 2. The amount of arrears of rent owing for the period that ends on the date the new tenant is entitled to occupy the rental unit.
- (4) In determining the amount of arrears of rent owing under subsections (1), (2) and (3), consideration shall be given to whether or not the landlord has taken reasonable steps to minimize losses in accordance with section 16.
14. The Landlord's agent testified that the Landlord immediately advertised the unit for rent after receiving the Tenant's notice to vacate and stated that the unit was re-rented for October 1, 2025.
 15. Based on the uncontested evidence and submissions before the Board, I find that the Landlord has satisfied their obligation to minimize losses in accordance with sections 16 and 88(4) of the Act.
 16. Therefore, the Former Tenant's obligation to pay rent ended on September 30, 2025.
 17. The rent arrears and daily compensation owing to September 30, 2025 are \$6,164.32.
 18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
 19. The Landlord collected a rent deposit of \$1,449.00 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.
 15. Interest on the rent deposit, in the amount of \$27.49 is owing to the Former Tenant for the period from December 28, 2024 to September 30, 2025.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$6,164.32, which represents rent and compensation owing up to September 30, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$1,476.49 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 \$4,873.83*. 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 19, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from June 20, 2026 at 4.00% annually on the balance outstanding.

June 8, 2026
Date Issued

Fabio Quattrociocchi
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 September 30, 2025	\$6,164.32
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,449.00
Less the amount of the interest on the last month's rent deposit	- \$27.49
Total amount owing to the Landlord	\$4,873.83