



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

Citation: Exclusive Rental v Dencev, 2026 ONLTB 45231

Date: 2026-06-11

File Number: LTB-L-020848-26

In the matter of: 1A, 20 RIDOUT ST S
LONDON ON N6C3W6

Between: Exclusive Rental Landlord

And

Danica Dencev Tenant

Exclusive Rental (the 'Landlord') applied for an order requiring Danica Dencev (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on May 14, 2026.

The Landlord's Legal Representative Dena Fortin, the Tenant and the Tenant's Legal Representative Robert Fex attended the hearing.

Determinations:

1. The Tenant vacated the rental unit on March 13, 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 .
3. The lawful rent is \$1,295.00. 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 disputes that amount of arrears and alleges that she vacated the rental unit pursuant to an N15 Notice served on the Landlord on February 28, 2026 with a termination date of March 13, 2026, and that she should only be responsible for arrears up to the end of March, 2026.
6. The Landlord's Legal Representative states that the Tenant did not meet the proper notice requirement in serving her N15 thus making it invalid, and that pursuant to the fix term tenancy the Tenant is responsible for rent until May 31, 2026. Additionally, the Landlord

disputes that the reason for the termination of the tenancy meets the criteria of section 47.1(1) of the *Residential Tenancies Act, 2006* (the 'Act').

Analysis

7. Pursuant to section 47.1(1) of the Act a tenant may terminate a monthly or yearly tenancy or a tenancy for a fixed term by giving notice of termination to the landlord in accordance with this section if,
 - (a) the tenant is deemed under subsection 47.3 (1) to have experienced violence or another form of abuse; or
 - (b) a child residing with the tenant is deemed under subsection 47.3 (1) to have experienced violence or another form of abuse
8. Section 47.1(3) sets out the notice requirement being at least 28 days before the date of termination specified is to be effective.
9. The Tenant's notice does not meet the notice requirements as it served on the Landlord on February 28, 2026 with a termination date of March 13, 2026 being only 12 days notice.
10. Pursuant to section 88(1) of the Act:

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.
 2. If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be.
11. Application of section 88(1) 1. suggests that the Tenant may owe rent up to May 31, 2026, as that is the earliest termination date the Tenant could have properly specified in the notice of termination in accordance with section 47, 96 or 145, as this was a fixed term tenancy.
 12. In accessing section 88(3) of the Act in consideration of whether the Landlord re-rented the unit and section 88(4) of the Act regarding the reasonable steps the Landlord took to minimize their losses the Landlord's Representative submits that the rental unit was listed for rent on March 14, 2026, but as of today's date has not been re-rented.

13. The 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 Tenant's obligation to pay rent ends on May 31, 2026.
14. Based on the improper notice of termination served by the Tenant, there is no need to assess the circumstance and validity of the tenant's N15 notice of termination.
15. The rent arrears owing to May 31, 2026 are \$3,885.00.
16. The Landlord collected a rent deposit of \$1,295.00 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. As the deposit was held for less one-year no interest is owing on the deposit.
17. 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 \$2,776.00 being the amount the tenant owes the Landlord for rent arrears owing up to May 31, 2026 and the cost of the application less the amount of rent deposit the Landlord owes on Tenant.
2. If the Tenant does not pay the Landlord the full amount owing on or before June 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 23, 2026 at 4.00% annually on the balance outstanding.

June 11, 2026
Date Issued

Sean Ramage
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.