



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

Citation: FAYWOOD-VINCI HOLDINGS INC. v GIANSANTE, 2026 ONLTB 45354

Date: 2026-06-09

File Number: LTB-L-103033-25

In the matter of: 209, 30 VINCI CRES
NORTH YORK ON M3H2Y7

Between: FAYWOOD-VINCI HOLDINGS INC.

Landlord

And

DONATO GIANSANTE
LUZVIMINDA REY
MENEEL REY

Tenants

FAYWOOD-VINCI HOLDINGS INC. (the 'Landlord') applied for an order requiring DONATO GIANSANTE, LUZVIMINDA REY and MENEEL REY (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on February 17, 2026.

The Landlord agents Vivian ('VL') and Susie Luff, the Landlord's Legal Representative Jeff Shabes, the Tenants Donato Giansante and Luzviminda Rey ('LR') and the Tenants' Legal Representative Andrew Son attended the hearing.

Determinations:

1. The Tenants vacated the rental unit on December 31, 2025. The Tenants were in possession of the rental unit on the date the application was filed.
2. The Landlord claims that the Tenants did not pay the total rent they were required to pay for the period from December 1, 2025, to January 31, 2026.
3. The lawful rent is \$2,854.62. It was due on the 1st day of each month.
4. The Tenants have not made any payments since the application was filed.
5. The Landlord alleges that the Tenants provided the Landlord an N9 Notice of Termination on November 19, 2025, which was accepted by the Landlord's agent VL. The Landlord's position on the application is that the Tenants owe rent until January 31, 2026, as they did not provide proper notice to the Landlord and were required to give 60-days notice.

6. After the Tenants had vacated the unit, the Landlord began to employ various websites to re-rent the unit. Various invoices were entered into evidence showing costs incurred by the Landlord to advertise the unit for rent with Viewit.ca, Media Classified, and Rentsync.
7. VL also testified that there had been 6 vacancies in the residential complex where one unit was the same size of the Tenants' unit. VL testified that she had shown the unit 7-8 times since the Tenants left and that the unit is ready to be rented.
8. The Tenants' Legal Representative in his submissions suggested that VL did not have specific evidence as to the nature of the Landlord's advertisement efforts, citing that the invoices do not refer to the unit in question. Having reviewed the invoices, the residential complex is noted as an included building but none of the invoices appear to refer to specific units.
9. The Tenants' Legal Representative is relying on the case of *Dudley v Mackay*, 2000 CarswellONT 229 where the Superior Court found at paragraph 9 that "...landlords must demonstrate that they have made reasonable attempts to mitigate their losses before the can recover rent when the tenants vacate early".
10. The Tenants' Legal Representative suggests that the words "take reasonable steps and "make attempts" in the decision connotes the idea that the steps taken by the Landlord must more than business as usual.

Tenant's Evidence

11. LR testified on behalf of the Tenants. On March 13, 2025, the Tenants were sent a letter from the Landlords about a noise complaint. The Tenants submitted a response to the Landlord, refuting the allegation.
12. On November 4, 2025, the Landlord had sent another letter to the Tenants about a noise complaint. This upset the Tenants and on November 14, 2025, the Tenants sent the Landlord another e-mail refuting the allegations and advising the Landlord that they intend to vacate the unit at the end of December 2025. A follow up letter was sent on November 20, 2025, advising the Landlord that the Tenants would not be paying rent for the month of December.
13. The Tenants' Legal Representative submitted that the letters had a chilling impact on the Tenants that required them to vacate the unit. Despite no notice given to the Tenants, the letters did threaten possible legal action.

Analysis

14. Having considered the evidence of both parties, I am satisfied on a balance of probabilities that 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 January 31, 2025.
15. Section 16 of the Act states:

When a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person's losses.

16. While the Tenants' Legal Representative submitted that *Dudley* stood for the proposition that the Landlord must do "something more" than business as usual. In that case, the landlord hadn't even advertised the unit for rent. In this case, I am satisfied that despite the listings and invoices not being specific to the unit in question, they were specific to the building, and I am satisfied that the Landlord advertised the unit through various means and I am satisfied that the Landlord mitigated their losses.
17. Having considered the evidence concerning the letters that were sent to the Tenants concerning noise, I am not satisfied that the Tenants were forced or pressured to vacate the unit early. I agree with the Landlord's Legal Representatives submissions that the Tenants effectively took the law into their own hands, vacating without proper notice despite their notice not being accepted by the Landlord.
18. As such, I find that the the rent arrears and daily compensation owing to January 31, 2026, are \$5,709.24.
19. The Landlord collected a rent deposit of \$2,854.62 from the Tenants 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.
20. Interest on the rent deposit, in the amount of \$20.20 is owing to the Tenants for the period from October 1, 2025, to January 31, 2026.
21. 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 Tenants shall pay to the Landlord \$3,020.42. This amount includes rent arrears owing up to January 31, 2026, and the cost of the application minus the rent deposit and interest owing.
2. If the Tenants do not pay the Landlord the full amount owing on or before June 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 21, 2026, at 4.00% annually on the balance outstanding.

June 9, 2026
Date Issued

Jagger Benham
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.