



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-014220-26

In the matter of: 903 NAUTILUS PVT
STITTSVILLE ON K2V 0S3

Between: Viacheslav Pyrsienkov Tenants
Olena Pyrsienkova

and

Olga Kagan Landlord

Viacheslav Pyrsienkov and Olena Pyrsienkova (the 'Tenants') applied for an order determining that Olga Kagan (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 1, 2026.

The Landlord and the Tenant, Viacheslav Pyrsienkov, attended the hearing. Mr. Pyrsienkov's interpreter, Sergii Bondarenko, also attended the hearing.

Determinations:

1. Mr. Bondarenko lost connection or would not unmute several times during the hearing. Although I held the matter down a number of times, Mr. Pyrsienkov stated that he was comfortable to proceed with the hearing without Mr. Bondarenko.

Tenant Application for a Rebate of Money the Landlord owes (T1)

2. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
3. The tenancy began on August 1, 2025, with a one-year term which was scheduled to end on July 31, 2026. It is undisputed that on July 21, 2025, the Landlord collected a rent deposit of \$2,350.00.
4. Viacheslav Pyrsienkov testified on behalf of the Tenants. He stated that he experienced disturbances from a neighbouring occupant residing below his unit, including excessive noise and marijuana smoke. Mr. Pyrsienkov testified regarding his living environment. He indicated that the disturbances impacted his family's well-being, particularly the marijuana smoke which was causing issues to his child's health.

5. Mr. Pyrsienkov further testified that he informed the Landlord shortly after moving in regarding the situation; however, the Landlord did not address the problem. Therefore, on [date] he informed the Landlord of his intention to move out on December 1, 2025.
6. It is undisputed that the Tenant vacated the rental unit on January 31, 2026. Rent was paid for January 2026. The Tenant is seeking an order requiring the Landlord to return his rent deposit of \$2,350.00.
7. The Landlord testified that the Tenant broke a one-year fixed term lease approximately 6 months into the term period and did not provide proper notice prior to vacating. The Landlord contacted the condominium property management regarding the Tenants' complaint; however, she was informed that the downstairs occupant has complained about noise coming from the Tenants' unit.

Analysis and Findings

8. The issue before me is whether the Tenants are entitled to the return of his deposit because he vacated the rental unit on January 31, 2026.
9. This was a fixed term tenancy that did not end until July 31, 2026. Therefore, in accordance with sections 44 and 47 of the *Residential Tenancies Act, 2006* (Act), the earliest termination date the Tenant could have validly provided on a notice of termination was July 31, 2026. No such notice was provided by the Tenant.
10. While parties can agree to terminate a tenancy at any time in accordance with s. 37(3) of the Act, the evidence before me does not establish that the Landlord agreed to end the tenancy on January 31, 2026.
11. Subsection 88(1)1 of the Act addresses how much rent a tenant may owe if they vacate a rental unit without having served a valid notice of termination or entering into an agreement to terminate the tenancy:
 - (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.
12. As the Tenant vacated the unit without having served a valid notice of termination or entering into an agreement to terminate the tenancy, in accordance with subsection 88(1) of the Act, the Tenant may be liable for rent up to July 31, 2026, which is the earliest valid termination date the Tenant could have provided on a notice of termination.

13. In accordance with subsection 88(3) of the Act, a tenant's liability for rent arrears in this situation can be earlier if the landlord re-rents the unit. In this case, the Landlord testified that the unit remains vacant.

14. I have also considered whether the Landlord took reasonable steps to minimize its losses, as required by subsection 88(4) of the Act. The Landlord testified that she contacted her real estate agent and listed the property on February 2026. However, due to the rental market the property remains vacant. There was no evidence before me that the Landlord removed the listing, delayed marketing the unit, or otherwise failed to make reasonable efforts to re-rent the unit. Therefore, I find that the Landlord fulfilled her obligations as required by subsection 88(4) of the Act in reasonably attempting to re-rent the unit and to mitigate her losses.

15. Therefore, I am satisfied that the Landlord is entitled to the last month's deposit.

It is ordered that:

1. The Tenant's application is dismissed.

June 12, 2026
Date Issued

Adeela Alvez
Member, Landlord and Tenant Board

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