



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-078977-25

In the matter of: 1, 200 UNION ST W
KINGSTON ON K7L2P6

Between: Ewen MacKinnon Landlord
Jessica MacKinnon

And

Zach Brandes Former Tenants
Trent Paschin

Ewen MacKinnon and Jessica MacKinnon (the 'Landlord') applied for an order requiring Zach Brandes and Trent Paschin (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

This application was heard by videoconference on March 12, 2026.

The Landlord's Legal Representative, Lorrie McCullough, the Former Tenant, Zach Brandes, Trent Paschin's Legal Representative, Evan Will, Zach Brandes' Agent, Anna Brandes and Trent Paschin's Agents Edward Paschin and Joann Paschin attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay to the Landlord \$5,454.78, which represents daily compensation for the rental unit up to July 31, 2025 and the cost of filing this application.
2. The application and notice of hearings were served on February 4, 2026 by email. While I am not satisfied that the application and Notice of Hearing were served 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, the Former Tenants were present and prepared to respond to the application. I was satisfied that there would be no prejudice with proceeding with hearing, and I proceeded to hear the application on its merits.
3. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

4. The Landlord and the Former Tenants entered into a lease agreement on February 11, 2025 for a fixed-term tenancy commencing May 1, 2025 and ending on April 30, 2026.
5. On March 9, 2025, Anna Brandes ('AB'), the mother of the Former Tenant, Zach Brandes ('ZB') sent an email to the Landlord's Agent, Colin Watts ('CW'), who is staff for the Landlord, indicating that due to ZB's mental health challenges, they wished to terminate the lease agreement.
6. On March 10, 2025, CW sent an email to AB indicating that the lease could be voided entirely and the Landlord would list the unit for rent effective May 1, 2025 or ZB could assign his portion of the lease to somebody else.
7. On March 11, 2025, AB emailed CW advising that ZB intended to terminate the tenancy and CW stated that he would require consent from both Former Tenants to terminate the tenancy.
8. On March 12, 2025, the Former Tenants each emailed CW indicating their desire to terminate the tenancy.
9. On March 13, 2025, CW responded to the Former Tenants indicating that the Landlord would list the unit for rent and that the Former Tenants would be liable for rent up to the date the unit is re-rented.
10. The unit was listed effective March 14, 2025 and an email with the link to the listing was sent by CW to the Former Tenants by email on the same day. The unit was re-rented effective August 1, 2025 as per an email from CW to the Former Tenants dated April 17, 2025.
11. The Former Tenants take the position that as the Former Tenants never obtained copies of the keys and never moved into the rental unit, they were not in possession of the rental unit and should not be liable for any rent arrears or compensation.
12. The Landlord's position is that as per section 13 of the *Residential Tenancies Act, 2006* (the 'Act'), the tenancy commenced as of the date the Former Tenants were entitled to occupy the rental unit and actual entry was not required. The Landlord submits that as there was a valid lease agreement that was signed between the parties and that the Former Tenants were effectively in possession as of the commencement date in the tenancy agreement, which was May 1, 2025, regardless of whether the Former Tenants occupied the rental unit.
13. The Landlord submits that as there was a valid lease agreement between the parties, the Former Tenants should be liable for the rent up to July 31, 2025 as the Landlord took reasonable steps to mitigate their losses by immediately listing the unit for rent and re-rented the unit effective August 1, 2025.
14. I am satisfied that the parties entered into a valid tenancy agreement. While CW initially indicated that the Former Tenants could void the lease agreement, there was never any agreement between the parties to terminate the tenancy. The Former Tenants were entitled to take possession as of May 1, 2025 and there was no evidence that the Landlord had refused the Former Tenants possession of the rental unit.

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. Based on the evidence before me, I was satisfied that the Landlord took reasonable steps to mitigate their losses and re-rented the unit within a reasonable amount of time. While the new tenancy agreement was set to start approximately 5 months after the Landlord found out the Tenants would not be moving into the rental unit, I was satisfied that the Landlord took immediate steps to re-rent the unit which was re-rented within a month, albeit for several months later. I therefore find that the Former Tenants are liable for the rent up to July 31, 2025.

8. The lawful rent was \$2,650.00. It was due on the 1st day of each month.

9. Based on the Monthly rent, the daily rent/compensation is \$87.12. This amount is calculated as follows: \$2,650.00 x 12, divided by 365 days.

10. The Former Tenants have not made any payments since the application was filed.

11. The rent arrears and daily compensation owing to July 31, 2025 are \$7,950.00.

12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

15. The Landlord collected a rent deposit of \$2,650.00 from the Former Tenants 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 Former Tenants are required to pay.

16. Interest on the rent deposit, in the amount of \$31.22 is owing to the Former Tenants for the period from February 10, 2025 to May 31, 2025.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$7,950.00, which represents rent and compensation owing up to July 31, 2025.
2. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$2,681.22 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 Tenants.
4. The total amount the Former Tenants owes the Landlord is \$5,454.78*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenants do not pay the Landlord the full amount owing on or before June 22, 2026, the Former Tenants 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

Christopher Lin
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 Tenants must pay the Landlord:

Rent and Compensation Owing To	\$7,950.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,650.00
Less the amount of the interest on the last month's rent deposit	- \$31.22
Total amount owing to the Landlord	\$5,454.78