



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

File Number: LTB-L-012439-26

In the matter of: 504, 3845 SHEPPARD AVE. E.
SCARBOROUGH, ON M1T 3S8

Between: Maple Leaf Property Management Landlord

and

Vivek Tiwari
Purnima Bidua Tenants

Maple Leaf Property Management (the 'Landlord') applied for an order requiring Vivek Tiwari and Purnima Bidua (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on April 20, 2026.

The Landlord's agent, Angie Colomvakos, and representative, Marie Galevski, and the Tenants attended the hearing.

Determinations:

Tenants' Issues

1. Purnima Bidua testified on behalf of the Tenants. She indicated that she wanted to raise maintenance issues. The Landlord's representative objected and stated that she was not prepared to respond to the Tenants' issues at this hearing because she was not served in advance of the hearing with the Tenants' evidence and was not made aware of the Tenants' intention to raise section 82 issues at this hearing.
2. Rule 19.4 of the Board's Rules of Procedure provides that a Tenant who wishes to raise s.82 issues at a hearing must serve the Landlord and file with the Board a list of their issues as well as their supporting evidence at least seven days before the hearing.
3. Rule 19.5 provides that a Tenant who fails to comply with Rule 19.4 shall not be permitted to raise these issues at the hearing unless the Board is satisfied that they could not comply. The Tenant responded that she was not aware of the requirement.
4. In this case, the Tenants did not comply with the disclosure requirements set out in the Act and the Board's Rules. On February 11, 2026, the notice of hearing was sent to the parties. I find that the Tenants had advance notice of this hearing and ample opportunity to

raise s. 82 issues but they did not. They did not provide a reasonable explanation for their failure to comply with the disclosure requirement. For this reason, I did not hear any evidence or submissions with respect to the Tenants' s.82 issues.

Tenants' late disclosure

5. The Landlord's representative also stated that she was not served with the Tenant's evidence at least 7 days prior to the hearing. The Tenant confirmed that she only uploaded the documents to the Tribunals Ontario portal. I held the matter down for the Landlord's representative to review the Tenants' evidence and I have addressed the evidence below.

L9 Application

6. The Landlord's application claims rent arrears totaling \$2,801.60 for the period from February 1, 2026 to February 28, 2026. The application also claims rent for the period from October 1, 2025 to January 31, 2026; however, that period is reflected as paid.
7. The Landlord's representative requested for the application to be amended to request an order for rent arrears owing up to June 30, 2026, totaling \$11,245.00. The representative stated that the Tenants vacated the unit without serving a valid notice of termination. Ms. Bidua stated that she was prepared to respond to the Landlord's application including the claim of arrears up to June 30, 2026. I have addressed the Landlord's request below.
8. The Tenants were in possession of the rental unit on the date the application was filed.
9. The lawful rent was \$2,249.00. It was due on the 1st day of each month.
10. The Tenants have not made any payments since the application was filed.
11. It is undisputed that the Tenants vacated the rental unit on February 20, 2026. The tenancy was not lawfully terminated in accordance with a notice of termination, Board order or agreement to terminate the tenancy.
12. The tenancy started on July 1, 2025 for a one-year term ending on June 30, 2026. The Landlord claims compensation of rent to June 30, 2026, which is the last day of this tenancy's fixed term.
13. Ms. Bidua stated that maintenance issues, including cockroaches, water leakage, and issues involving the elevator contributed to their decision to vacate the unit. She also testified that the Tenants decided to vacate the unit after purchasing a home and because they could not afford both the mortgage payments and the rent. Ms. Bidua acknowledged that rent for February 2026 was not paid.
14. In December 2025, the Tenants informed the Landlord that they wished to leave the unit before the end of the lease term. The Landlord indicated that the Tenants could assign the tenancy. However, the Tenants never provided the Landlord with the name or rental application materials for a proposed assignee.
15. Ms. Bidua testified that they advertised the unit on Facebook and Kijiji in an attempt to find a proposed assignee. After the Tenants vacated, they sent an email to the Landlord

because they wanted to show the unit to a prospective tenant. Ms. Bidua testified that the prospective tenant was a colleague who works in her husband's office.

16. I accept the Landlord's evidence that the Landlord consented to an assignment of the tenancy and also explained to the Tenants the requirements for a valid assignment. Although the Tenants attempted to locate a replacement tenant through Facebook and Kijiji advertisement and a colleague of Ms. Bidua's husband expressed interest in the unit, I am not satisfied that the Tenants completed the assignment process. The Tenants never provided the Landlord with the proposed assignee's name, application or supporting documents. Therefore, I find that no valid request for assignment was completed.
17. I have also considered the Tenants' evidence that the Landlord did not cooperate in arranging a showing for the prospective assignee after the Tenants vacated. The emails relied upon by the Tenants merely requested access for a showing and did not provide the information required by the Landlord to begin the assignment approval process.
18. After the Tenants vacated, the cleaned, painted and advertised the rental unit on multiple rental platforms including "View it", Relator.ca, Facebook, Instagram, Zolo, and other rental websites. The Landlord's agent testified that rent was also reduced from \$2,249.00 to \$2,199.00 in an effort to secure a new tenant. However, only three showings have occurred after February 2026 due to low demand from the market condition and increased vacancies in the area.

Analysis and Findings

19. Section 37 of the *Residential Tenancies Act, 2006* (the "Act"), states that a tenancy can only be terminated in accordance with the Act.
20. Ms. Bidua testified that the Tenants notified the Landlord of their intention to vacate the unit by email in December 2025. She believed that the Tenants complied with their notice obligation and should be held liable for rent beyond the vacate date. This is not correct.
21. As indicated in the hearing, in this case the Tenants have a fixed term tenancy and section 47 of the Act provides that 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 s. 44(4) of the Act which states:

“(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. 2006, c. 17, s. 44 (4).”
22. That means that the earliest termination date the Tenants could have validly provided was June 30, 2026.
23. 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.
24. As the Tenants 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 Tenants are liable for rent owing up to the earliest termination date that could have been specified had a proper notice been given. In this case, I find that the earliest termination date is June 30, 2026. However, this application was heard in April 2026, and the Board can only order rent arrears, not future rent. Therefore, my order will be limited to the time period ending on April 2026. The Landlord can file an L10 application if they wish to pursue further compensation against the Tenants.
25. The evidence establishes that the Landlord painted and advertised the unit on multiple rental platforms. The Landlord also reduced the price in an effort to attract prospective tenants. I accept the Landlord's evidence that the rental market conditions made it difficult to secure a replacement tenant despite those efforts. While the Tenant raised concerns regarding maintenance issues, I find those allegations do not relieve the Tenants from obligations to pay rent in accordance with section 88(1) of the Act.
26. There was also 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 after the Tenants vacated up to the date of the hearing. Therefore, I find that the Landlord fulfilled its obligations as required by subsection 88(4) of the Act in reasonably attempting to re-rent the unit and to mitigate its losses. Accordingly, the Tenants shall pay to the Landlord \$6,747.00 for rent owing to April 30, 2026. .
27. The Landlord collected a rent deposit of \$2,249.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent. Interest on the rent deposit, in the amount of \$39.34 is owing to the Tenants for the period from July 1, 2025 to April 30, 2026.
28. 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 \$4,644.66. This amount includes rent arrears owing up to April 30, 2026 and the cost of the application minus the rent deposit and interest owing.

2. If the Tenants does not pay the Landlord the full amount owing on or before June 22, 2026, the 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 15, 2026
Date Issued

Adeela Alvez
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.