



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

File Number: LTB-L-029758-26

In the matter of: 14, 12 WESTMOUNT RD W
KITCHENER ON N2M1R5

Between: C2C Development Holdings Inc. Landlord

And

Khalil Akil Tenant

C2C Development Holdings Inc. (the 'Landlord') applied for an order requiring Khalil Akil (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on June 9, 2026 at 1:00 pm.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Tenant allegedly vacated the rental unit on May 15, 2026. The Tenant was in possession of the rental unit on the date the application was filed.
2. It was the Tenant's testimony that despite signing a fixed term lease for 12 months, in mid March 2026 they communicated to the Landlord they could no longer afford the rental unit it was their intent to vacate on April 30, 2026, which they allege they did, having left the keys in the mailbox. However, they also testified to not communicating such to the Landlord until after the Landlord contacted them on or about May 15, 2026.
3. It was also their submission that the Landlord failed to advertise the rental unit in a prompt manner, thereby mitigating their collective losses. As such it was their position they should owe no arrears as their last month was April 2026 for which the last month's rent deposit should have been applied.
4. In response the Landlord testified that the lease was set to expire July 31, 2026, that they took steps to advertise the rental unit but there was a series of back n forth conversations as to when the Tenant would leave which impeded the process and left him unsure when the tenancy would terminate. They also testified that the Tenant did not confirm their vacating until they text them on May 15, 2026.

5. They then testified that the rental unit was still not occupied, and despite this were only seeking compensation up to May 31, 2026, plus the filing fee totalling \$3,551.30
6. The Tenant has not made any payments since the application was filed.
7. The Landlord collected a rent deposit of \$1,649.00 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.
8. Interest on the rent deposit, in the amount of \$30.17 is owing to the Tenant for the period from July 18, 2025 to May 31, 2026.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Analysis

10. Section 88 of the *Residential Tenancies Act, 2006* (the "Act") states:

Arrears of rent when tenant abandons or vacates without notice

88 (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
11. Based on the above testimony I am satisfied that the Tenant is no longer in possession of the rental unit, and the tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Specifically, by the Tenant's own testimony they signed a 12-month fixed term lease and then gave less than 60 days notice. Furthermore, given the lease was set to terminate on July 31, 2026, the earliest any such notice could have been given would have been May 31, 2026.
12. Continually, the Landlord testified that no agreement was reached as to when the tenancy would terminate and by the Tenant's own testimony they never communicated that they had in fact vacated on April 30, 2026 until May 15, 2026 when they responded to the Landlord's text.
13. As to the issue of minimizing loss, subsection 88 (4) of the Act states: In determining the amount of arrears of rent owing under subsections (1), (2) and (3), consideration shall be given to whether or not the landlord has taken reasonable steps to minimize losses in accordance with section 16.
14. Given the above circumstance, and based on the Landlord's testimony, I am satisfied that they have met their obligation pursuant to section 16 of the Act. Specifically, based on the

above determination the Landlord would be entitled to rent owing up until July 31, 2026. Instead, they are only seeking compensation up to May 31, 2026 less the deposit which they are still holding.

15. Furthermore, I am also satisfied on the balance of probabilities that the Landlord's efforts to list and rent the unit were impeded as alleged. Accordingly, based on this and the above determinations the I am satisfied that the rent arrears owing to May 31, 2026 are \$3,365.30.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,872.13. This amount includes rent arrears owing up to May 31, 2026 and the cost of the application minus the rent deposit and interest owing.
2. If the Tenant does not pay the Landlord the full amount owing on or before June 29, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 30, 2026 at 4.00% annually on the balance outstanding.

June 18, 2026
Date Issued

Kelly Delaney
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.