



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

File Number: LTB-L-023454-26

In the matter of: 811, 2200 SHEROBEE RD
MISSISSAUGA ON L5A3Y3

Between: Sherobee Investments Inc. Landlord

And

Margaret Leigh Tenant

Sherobee Investments Inc. (the 'Landlord') applied for an order requiring Margaret Leigh (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on May 21, 2026.

Only the Landlord's agent, Lauren Mogridge, attended the hearing.

As of 1:40 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Tenant vacated the rental unit on March 31, 2026. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Tenant did not pay the total rent they were required to pay for the period from March 1, 2025 to April 30, 2026.
3. The lawful rent is \$1,803.05. It is due on the 1st day of each month.
4. The Tenant has not made any payments since the application was filed.
5. The Landlord's representative submitted that the Tenant gave the Landlord N9 written notice on February 17, 2026 that he would be moving out of the rental unit on March 31, 2026.
6. Sections 44 and 47 of the *Residential Tenancies Act, 2006* (the 'Act') allow a tenant to terminate a tenancy at the end of a period of the tenancy or at the end of the fixed term by giving 60 days' notice to the landlord.

7. The Tenant's notice of termination was less than 60 days, and therefore does not comply with the Act. Regardless of the reason why the Tenant gave less notice, the requirement to give a minimum of 60 days' notice is a strict statutory requirement. As the Tenant's notice was not in compliance with the Act and the Landlord did not agree to terminate the tenancy on March 31, 2026, I now turn my mind to section 88 of the Act.

Arrears when improper notice

8. Section 88 of the Act states:

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.
 2. If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be.
9. In the matter before me, the Tenant vacated after giving notice that was not in accordance with the Act. As such, arrears are calculated to the earliest date that proper notice could have been given. This is a monthly tenancy running from the first day of each month to the last day of each month. So, the termination date must be the last day of a month and at least 60 days after it was given. Therefore, the earliest termination date that could have properly been listed on a notice of termination given on February 17, 2026 is April 30, 2026.

Did the Landlord mitigate its losses?

10. Section 88(4) of the Act also requires me to consider whether the Landlord took reasonable steps to mitigate its losses.
11. The Landlord's Legal Representative submitted that he believes the Landlord attempted to re-rent the rental unit as soon as possible but he also submitted that the Landlord could not attempt to re-rent the rental unit until after the Tenant vacated. The Landlord's Legal Representative provided several advertisements on Facebook and Kijiji Marketplace . The Landlord's Legal Representative was unsure when the unit was re-rented.
12. Based on the evidence before the Board, I find that the Landlord did take reasonable steps to mitigate their loss. Therefore, since the Landlord did take reasonable

steps to mitigate their losses, the arrears shall be calculated to April 30, 2026, the date the Tenant would be vacating the rental unit.

13. The rent arrears and daily compensation owing to April 30, 2026 are \$3,606.16.
14. The Landlord collected a rent deposit of \$1,500.00 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.
15. Interest on the rent deposit, in the amount of \$330.25 is owing to the Tenant for the period from July 24, 2013 to April 30, 2026.
16. 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 Tenant shall pay to the Landlord \$1,961.91. 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 Tenant does not pay the Landlord the full amount owing on or before July 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 5, 2026 at 4.00% annually on the balance outstanding.

June 23, 2026
Date Issued

Vinuri Sivalingam
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.