



**Order under Section 87 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-034540-25

In the matter of: 3, 205 St.Patrick Street
Ottawa ON K1N5K2

Between: Bobby Safi Landlord

And

Madison Cram Former Tenant

Bobby Safi (the 'Landlord') applied for an order requiring Evelyn Young and Madison Cram (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Bobby Safi (the 'Landlord') applied for an order requiring Evelyn Young and Madison Cram (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on May 25, 2026.

The Landlord and the Former Tenant, Madison Cram, attended the hearing.

Determinations:

Preliminary Issue: Service on the Former Tenants

1. The Landlord confirmed that he had served the application on the Former Tenant Madison Cram (MC) by email on March 17, 2026. There was no evidence that the Notice of Hearing was served, however Former Tenant MC was present and acknowledged receipt of the email the date of the hearing.
2. I am satisfied that the Landlord served the Former Tenant MC with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. The Landlord provided no confirmation that he had served the application and the Notice of Hearing on the Former Tenant Evelyn Young (EY).

4. I am not satisfied that the Landlord served the Former Tenant EY with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
5. I am not satisfied that the Landlord served the Former Tenant EY with the application and Notice of Hearing 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.
6. As such, I find that an order cannot be made against the Former Tenant EY. The application proceeded against Former Tenant MC only.

L10 Application:

7. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the Landlord's application is dismissed.
8. The Landlord claimed the Former Tenant MC vacated the rental unit on January 3, 2025.
9. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and Daily Compensation Owing:

8. The Landlord testified that the Former Tenant MC had signed a fixed term lease on May 1, 2024 ending on April 30, 2025. The Landlord testified that the Former Tenant MC notified him in October 2024 that she would be moving out by the end of December 2024. The Landlord testified that he notified her that as they had a 1-year lease, they were responsible for finding a subletter. When asked if he advertised the rental unit, the Landlord testified he had advertised the unit right after the Former Tenant MC notified him in October 2024, however the Landlord did not upload any evidence that they had advertised the rental unit.
9. The Landlord further testified he talked to the Former Tenant MC in December 2024 about showing the unit, however she had said she was sick. No supporting documentary evidence was provided.
10. The Landlord testified he had found a new tenant in March 2025 with the lease to start May 1, 2025. The Landlord did not provide documentary evidence of the new lease.
11. The Former Tenant MC testified she moved into the rental unit on May 1, 2024, however her partner at the time had already been living in the rental unit for 2 years.
12. The Former Tenant MC testified she notified the Landlord on November 3, 2024 that she would be moving out of the rental unit by December 31, 2024. The Former Tenant MC testified that the Landlord told her she would need to find a subletter but the Landlord wanted to vet them and they would need a co-signor. The Former Tenant MC further testified that the Landlord asked her to delay trying to sublet the rental unit as it is difficult to find someone in the winter and the Landlord was already helping the second-floor tenants to find a subletter.

13. The Former Tenant MC testified she vacated the rental unit on December 21, 2024 and when the Landlord texted her on January 3, 2025 she had already moved out, and told the Landlord that everything had been moved out by January 1, 2025. The Former Tenant MC submitted pictures of her new residence, though there were no date stamps.
14. The Former Tenant MC also testified that the unit was re-rented before May 1, 2025. The Former Tenant MC testified that she saw that the rental unit was occupied when she visited the first-floor tenants on March 7, 2025. The Former Tenant MC also testified that she was told by the first-floor tenants that a couple of girls had moved into the unit at the beginning of February 2025. The Former Tenant MC testified that the first-floor tenants did not want to provide testimony as they are afraid of the Landlord.
15. The Former Tenant is no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy.
16. Section 88(4) of the *Residential Tenancies Act, 2006* (the 'Act'), provides that 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.
17. I am not satisfied on a balance of probabilities that the Landlord attempted any steps to mitigate his losses pursuant to section 16 of the Act. The Landlord first testified he immediately advertised when notified in October 2024, however the Former Tenant MC testified she gave notice on November 3, 2024. This inconsistency makes be question the Landlord's credibility that he did list the rental unit for rent given he did not provide any documentary evidence to support this claim. In addition, during the Landlord's testimony, he did not provide any details on how he advertised the rental unit or what steps he took to try and re-rent the unit prior to April 30, 2025, such as if he used a realtor, what sites the advertisement was listed on, or what days he had showings. The Former Tenant MC gave notice she would vacate by December 31, 2024 on November 3, 2024, and her testimony was that she vacated by December 21, 2024. The Former Tenant MC gave 58 days notice, and I find that the Landlord did not make any attempts to re-rent the unit during this time period.
18. Therefore, I find that the Former Tenant MC's obligation to pay rent ends on December 31, 2024, and there is no rent or daily compensation owing.

Compensation for damage

13. The Landlord testified that he incurred a cleaning fee for vandalism in the amount of \$180.00 and incurred reasonable expenses to change a lock in the amount of \$150.00. The Landlord did not provide any oral testimony about the details of the vandalism alleged and provided no documentary evidence to show the vandalism or the amount of the cleaning.
14. The Landlord testified that the Former Tenant MC did not return the key for the rental unit and therefore needed to get a locksmith to change the lock. The Landlord did not provide a receipt for the cost of changing the lock. The Former Tenant MC testified that she did not return the key as she did not feel safe seeing the Landlord in person.

15. The lease identified that the Former Tenant MC had already paid a \$100.00 refundable key deposit if the key was lost or not returned. Neither party mentioned whether this key deposit was returned to the Former Tenant MC upon vacating the rental unit.
16. Based on the evidence provided, I find that the Landlord did not establish on a balance of probabilities that the Former Tenant MC, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex as it related to the allegation of vandalism. Therefore, I find this portion of the application must be dismissed.
17. I find that the Landlord did establish that the Former Tenant MC had not returned the key, however, the Landlord did not prove the reasonable costs that the Landlord incurred or will incur as a result of the key not being returned given there was already a key deposit and no receipts were submitted. Therefore, I find that Tenant owes no compensation, and this portion of the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

June 26, 2026
Date Issued

Allana McComb
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.