



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

File Number: LTB-L-036728-25

In the matter of: 130 KEEFER RD
THOROLD ON L2V4V1

Between: Mohammed Eida Landlord

And

Khaled Hatem Abdu Former Tenant

Mohammed Eida (the 'Landlord') applied for an order requiring Khaled Hatem Abdu (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

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

The Landlord, the Landlord's Agent and property manager, Alexandra Ward, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. I am satisfied that the Landlord served the Former Tenant 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. These documents were served on April 24, 2026 by email. The Former Tenant was in attendance and confirmed receipt of the email.
4. The Former Tenant vacated the rental unit on April 25, 2025.
5. 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 gave notice on April 15, 2025 that he was vacating the rental unit on or before April 30, 2025 and that he got the key on May 2, 2025. The Landlord testified that he listed the rental unit for rent on May 13, 2025 on Facebook

Marketplace and listed the rental unit for \$675.00, while the Former Tenant had been paying \$625.00 per month. The Landlord testified he told the Former Tenant he required 60 days notice to terminate the tenancy as it is hard to find students in the summer. When asked why he waited until May 13, 2025 to advertise the unit, the Landlord testified the Former Tenant had raised maintenance concerns on April 15, 2025 that he needed to address and he would need to check the room before he re-rented. The maintenance concerns were about mould, but the Landlord testified he had someone look at the rental unit within 3 to 4 days of the complaint and there was no mold.

9. The Former Tenant testified that he took over a leave assignment in the fall of 2024 and he prepaid the rent for January, February, March and April 2025 as he believed that the lease would automatically terminate on April 30, 2025. The Former Tenant testified that his roommate told him that the Landlord did not know he would be moving out by April 30, 2025, so the Former Tenant notified the Landlord on April 15, 2025. The Former Tenant testified he vacated the unit on April 25, 2025 and left the key in the room on the windowsill as that was where the key was when he moved in. The Former Tenant provided a receipt for the U-Haul that was rented for April 24 and April 25, 2025. The Former Tenant testified that the Facebook advertisement listed by the Landlord did not even consider a tenancy starting in May 2025, and he thinks the increase in rent made it more difficult to rent the unit.
10. 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.
11. 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.
12. The Landlord waited almost a month after receiving notice from the Former Tenant on April 15, 2025 before posting the rental unit on Facebook Marketplace. When asked, the Landlord did not have a valid reason for why he did not advertise the rental unit when he first received the notice, and there was no reason provided why he increased the rent from what the Former Tenant was paying, which I find could make it more difficult to re-rent the unit which is a basement bedroom. The Landlord testified he received the key on May 2, 2025, however, he also did not check the rental unit prior to that date to confirm if the Former Tenant had vacated in accordance with his notice. The Landlord also testified he had a Whatsapp chat with the other tenants, and they could have confirmed the Tenant had vacated prior to May 2, 2025 if the Landlord had asked.
13. I am not satisfied on a balance of probabilities that the Landlord has established that he took reasonable steps to mitigate his losses. If the Landlord had listed the rental unit when the Former Tenant first gave notice, and if he had listed it on multiple sites and not just Facebook Marketplace, he could have re-rented the unit by May 1, 2025. While that would have provided only 15 days, I find the Landlord waiting 28 days to list the rental unit, not offering a May 2025 start date as an option, and listing the unit for a higher rent, directly contributed to the Landlord not being able to re-rent the unit.

14. Therefore, I find that the Former Tenant's obligation to pay rent ended on April 30, 2025, and there is no rent or daily compensation owing. Therefore, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

June 25, 2026
Date Issued

Allana McComb
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.