



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

File Number: LTB-L-030516-26

In the matter of: 3, 2-4 Ray St. S.
Hamilton ON L8P3V2

Between: Patrick Lees Landlord

And

Shannon Leigh Thompson Tenant

Patrick Lees (the 'Landlord') applied for an order requiring Shannon Leigh Thompson (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on June 16, 2026.

Only the Landlord attended the hearing.

As of 1:30 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 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 November 1, 2023 to April 30, 2026.
3. The lawful rent is \$1,600.00. 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 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.
6. The Landlord said that he received an email from the Tenant on or about April 7, 2026 stating that she would be moving out. The Tenant vacated the rental unit on April 15, 2026.

7. The Landlord seeks consideration of arrears inclusive of rent owing had a valid notice been provided by the Tenant.

Notice of termination valid?

8. Section 47 and 44 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.

9. Further, 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.
10. In this case, 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. The termination date must be the last day of a month and at least 60 days after it was given.
 11. Therefore, the earliest termination date that the Tenant could have provided a lawful notice on April 7, 2026 is for June 30, 2026.
 12. Section 88(4) also requires that the Board consider whether the Landlord took reasonable steps to mitigate their losses as outlined in Section 16 of the Act.
 13. The Landlord submitted that he has been getting the rental unit ready in hopes of re-renting and advertised it for rent about three weeks ago. That as of the date of the hearing the unit remains available for rent.
 14. Based on the uncontested submissions of the Landlord, I find that the Landlord did not take reasonable steps to mitigate their losses. The Landlord while taking steps to prepare the unit for rent said he only advertised the unit for rent about three weeks ago, so on or about June 1, 2026.

15. Sections 44 and 47 of the Act provide that tenants are required to give a minimum of 60 days notice to permit Landlords to start looking for a new tenant in advance and thus minimize any losses in rental income that may occur between one tenant moving out and another tenant moving in.
16. Here, the Landlord did not advertise the rental unit for rent as soon as he became aware of the Tenant's intent to move out. And no evidence was provided to confirm the date that the unit was re-listed for rent and that the unit is currently listed and available for rent.
17. As I am not satisfied that the Landlord has taken reasonable steps to minimize their losses as outlined in Section 88(4), rent arrears are considered to the date the Tenant moved out of the rental unit on April 15, 2026.
18. The rent arrears and daily compensation owing to April 15, 2026 are \$11,370.80.
19. The Landlord collected a rent deposit of \$1,600.00 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.
20. Interest on the rent deposit, in the amount of \$102.46 is owing to the Tenant for the period from August 15, 2023 to April 15, 2026.
21. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord \$9,854.34. This amount includes rent arrears owing up to April 15, 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 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 6, 2026 at 4.00% annually on the balance outstanding.

June 24, 2026
Date Issued

Alicia Johnson
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.