



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

File Number: LTB-L-106535-25

In the matter of: 1506, 40 GERRARD ST E
TORONTO ON M5B2E8

Between: MLPM 475920 Ontario Inc.

Landlord

And

Joy Ditep

Tenant

MLPM 475920 Ontario Inc. (the 'Landlord') applied for an order requiring Joy Ditep (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on May 27, 2026.

The Landlord's Legal Representative, Nicole Ruby, the Landlord's Agent, Crystal Hare, the Tenant's Support, Praise Ditep, and the Tenant attended the hearing.

Determinations:

1. The Tenant takes the position they vacated the rental unit on December 31, 2025.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord claims the Tenant did not pay the total rent they were required to pay for the period from December 1, 2025, to February 28, 2026, which is the date the Landlord claims the Tenant vacated the rental unit.
4. The lawful rent is \$1,635.45. It is due on the 1st day of each month.
5. The Landlord took the position that the Tenant owes rent up to and including February 28, 2026, as they did not lawfully terminate their tenancy and provide sufficient notice to the Landlord. The Landlord took the position they became away of the Tenant vacating the rental unit on February 28, 2026, after they inspected the rental unit on February 20, 2026, and found the keys within the rental unit on the counter.
6. The Tenant took the position that they provided the Landlord with a N9 notice to terminate their tenancy effective December 31, 2025, on November 4, 2025, which the Landlord denied. The Tenant attempted to sublet their apartment to their brother, but ultimately the Landlord denied the request.

7. The Landlord's agent testified that they denied the transfer of the lease as an application was not filled out properly and the Tenant's brother has no credit, in addition the Tenant's brother did not have a guarantor. No further paperwork was submitted to the Landlord after the Landlord said he would need a guarantor.
8. The Landlord failed to provide any evidence and testimony in relation to the steps they took to mitigate their loss when it came to the termination of the tenancy, and any attempts to re-rent out the unit, other than denying renting the unit to the Tenant's brother for their reasons noted above.
9. Therefore, I find that the Landlord did not take any reasonable step to mitigate their losses under section 16 of the Residential Tenancies Act, 2006 (the 'Act'). In these circumstances, it would be unfair to allow the Landlord to continue to collect rent from the Tenant after the Tenant vacated the rental unit. As such, I find the Tenant's obligation to pay rent ends on December 31, 2025.
10. The rent arrears and daily compensation owing to December 31, 2025, are \$1,635.45.
11. The Landlord collected a rent deposit of \$1,836.77, which is not disputed, 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.
12. Interest on the rent deposit, was paid on December 31, 2025, which is not disputed, therefore, there is no interest owing to the Tenant for the period from January 1, 2025, to December 31, 2025.
13. The Landlord incurred costs of \$186.00 for filing the application and is not entitled to reimbursement of those costs, as the Landlord is in possession of the last month's rent deposit that is more than the outstanding arrears, that should have been applied to December 2025 rent.

It is ordered that:

1. The Landlord shall pay to the Tenant \$201.32. The tenant owes the Landlord rent arrears owing up to December 31, 2025. The amount of rent deposit and interest the Landlord owes on the rent deposit exceeds the amount owing by the Tenant.
2. If the Landlord does not pay the Tenant the full amount owing on or before July 11, 2026, the Landlord will start to owe interest. This will be simple interest calculated from July 12, 2026 at 4.00% annually on the balance outstanding.

June 30, 2026
Date Issued

Samantha Greaves
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.