



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

File Number: LTB-L-108745-25

In the matter of: 210, 620 BERKSHIRE RD
SARNIA ON N7V1Y8

Between: Skyline Real Estate Holdings Inc., c/o Skyline Living Landlord

And

Sana Ba Keita Tenant

Skyline Real Estate Holdings Inc., c/o Skyline Living (the 'Landlord') applied for an order requiring Sana Ba Keita (the 'Tenant') to pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

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

Only the Landlord's Legal Representative, Patricija Anjo, and the Landlord's Agent, Kim Moniz, attended the hearing.

As of 1:44 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 December 30, 2025. 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 October 1, 2025, to May 24, 2026.
3. The lawful rent is \$1,489.70. 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. Therefore, the Tenant's obligation to pay rent ends on May 24, 2026.

6. The Landlord's Legal Representative submitted that this tenancy started on August 1, 2025, and the Tenant signed a 1-year lease until July 31, 2026.
7. The Landlord's Agent testified that the Landlord posted an ad the beginning of January 2026 to re-rent out the unit in attempts to mitigate their loss. The Landlord also had a weekly open house, provided rental incentives, in addition to reducing the monthly rent to \$1,205.00, and \$500.00 off the first month rent.
8. The Landlord's Agent further testified that the rental unit was rented out for \$1,385.00 per month on May 25, 2026.
9. After considering the evidence and testimony of the Landlord's Agent, I am satisfied that the Landlord made all efforts and attempts to mitigate their loss and are entitled to rent arrears and daily compensation owing to May 24, 2026.
10. Therefore, I find that the rent arrears and daily compensation owing to May 24, 2026, are \$8,962.70.
11. The Landlord is entitled to \$60.00 to reimburse the Landlord for administration charges and \$15.00 for bank fees the Landlord incurred as a result of 3 cheques given by or on behalf of the Tenant which were returned NSF.
12. 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 \$7,707.52. This amount includes rent arrears owing up to May 24, 2026 and the cost of the application and unpaid NSF charges.
2. If the Tenant does not pay the Landlord the full amount owing on or before July 11, 2026, the Tenant 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.