



## **Order under Section 135 Residential Tenancies Act, 2006**

**File Number:** LTB-T-028839-26

**In the matter of:** 294 GERRARD ST E  
TORONTO ON M5A2G4

**Between:** Volodymyr Dubovytskyi Tenant

**And**

Sara E Seymour Landlord

Volodymyr Dubovytskyi (the 'Tenant') applied for an order determining that Sara E Seymour (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 22, 2026.

Only the Tenant attended the hearing.

As of 9:35 a.m., the Landlord 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 Tenant's evidence.

### **Determinations:**

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Landlord did not illegally retain the Tenant's rent deposit. The Tenant entered into a one-year tenancy with the Landlord beginning on July 1, 2025, and ending on June 30, 2026. The Tenant moved out of the rental unit on March 24, 2026. This was a verbal lease. In the Tenant's own words "I decided to break my lease." The Tenant provided a text message to the Landlord on February 20, 2026 which purported to be a notice of termination of the tenancy (DOC 7682108) ending the tenancy at the end of March.
3. The Landlord wrote back to the Tenant on the same day indicating that this was not sufficient notice but that she would accept termination of the tenancy at the end of April.
4. The Tenant paid March rent and vacated the unit on March 24, 2026. The Tenant alleges that the Landlord re-rented the unit "in April" without providing any evidence of this or any information as to how he came to this knowledge.

5. As well, the chain of text messages provided by the Tenant as DOC 7682108 cuts off some of the responses by the Landlord to the Tenant's request for return of his last month's rent deposit causing me to be concerned about the text messages that the Tenant has not presented and what explanations they might offer for the Landlord's position.
6. Section 47 of the *Residential Tenancies Act, 2006* (Act) provides that a tenant may terminate a fixed-term tenancy by serving a notice of termination in accordance with s.44. The text message the Tenant sent to the Landlord on February 20, 2026 does not comply with subsection 44(4) which provides that the termination date for a fixed term tenancy agreement cannot be prior to the last day of the fixed term, which in this case was June 30, 2026. Furthermore, there was no agreement with the Landlord to terminate the tenancy early.
7. Therefore, the tenancy did not lawfully terminate when the Tenant vacated on March 24, 2026.
8. Pursuant to s. 88(1) of the Act, if a tenant provides a notice of termination 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 a valid notice, which in this case was June 30, 2026.
9. This means that the Landlord was entitled to apply the Tenant's deposit to the rent due under the tenancy for the month of April 2026, unless the evidence establishes the Landlord either re-rented the unit for April 2026 or failed to take reasonable steps to minimize their losses by attempting re-renting the unit as soon as possible. (See ss. 88(4) and 16.)
10. The Tenant provided no evidence that the Landlord re-rented the unit in April 2026 or failed to take reasonable steps to mitigate their losses. In the absence of such evidence, I cannot find that the Landlord is improperly withholding the last months' rent deposit.

**It is ordered that:**

1. The Tenant's application is dismissed, and the LTB file is closed.

**June 26, 2026**

**Date Issued**

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Christina Budweth

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.