



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

File Number: TNL-26733-20

In the matter of: 1109, 88 BLUEJAYS WAY
TORONTO ON M5V0L7

Between: Walter Andri Landlord

and

Marianne Brunet Tenant

Walter Andri (the 'Landlord') applied for an order requiring Marianne Brunet (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by video conference on October 4, 2021.

Only the Landlord and his spouse, L. Andri attended the hearing. As of 9:58 a.m. the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

Determinations:

1. The Tenant vacated the rental unit on June 30, 2020. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Landlord testified that the Tenant gave a notice of termination on May 6, 2020, prior to vacating the unit. The Landlord argued the notice of termination was given less than 60 days before the date of termination and as a result, they were entitled to the rent for July 2020.
3. The Landlord further stated that on May 7, 2021, they showed the unit to a colleague who expressed interest in the unit and afterwards, sought the assistance of a realtor on June 2, 2020.
4. Based on the evidence, in order to lawfully terminate the tenancy, the Tenant had to give a notice of termination in accordance with section 44 and 47 of the Residential Tenancies Act, 2006. Those sections state that a Tenant who intends to terminate a tenancy shall give a Notice of Termination to the Landlord at least 60 days before the date the termination is specified to be effective. In this case, the earliest date the Tenant could have terminated the tenancy was July 31, 2020. Thus, in the normal course the Tenant would be responsible for paying the rent until July 31, 2020.
5. As the Tenant moved out of the rental unit without first giving a valid Notice of Termination, they terminated the tenancy in a manner that is not in accordance with the Act. However,

section 16 of the Act provides that when a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person's losses.

6. In this case the Landlord had a duty to minimize the loss arising from the Tenant's breach and I am not satisfied that the Landlord showed the unit to prospective Tenants within a reasonable time. There is no evidence supporting the claim that the unit was shown on May 7, 2021, and the Landlord waited until June 2, 2020 to take further steps.

It is ordered that:

1. The Landlord's application is dismissed.

October 15, 2021
Date Issued

Toronto North-RO
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Member, Landlord and Tenant Board

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