



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1523773 B.C. LTD c/o Richmond Management Inc. v Watson, 2026 ONLTB 1191

Date: 2026-01-05

File Number: LTB-L-070802-25

In the matter of: 349 CAMPBELL AVE
WINDSOR ON N9B2H5

Between: 1523773 B.C. LTD c/o Richmond Management Inc. Landlord

And

Glenn Watson Tenant
Janet Watson

1523773 B.C. LTD c/o Richmond Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Glenn Watson and Janet Watson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 5, 2025.

The Landlords legal representative Kira Passell and the Tenant Janet Watson attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The parties agree that the Tenants have vacated the rental unit after the Landlord's application was filed.
4. The Tenants' position is that they vacated the rental unit on August 30, 2025, under unusual circumstances. The Tenant Janet Watson testified that, in April 2025, an unknown person purporting to represent the owner of the rental unit gave her an N12 notice to terminate the Tenants' tenancy (the 'N12 Notice'). Ms. Watson testified that she thought

this notice meant she had to vacate the rental unit and that she did so on August 30, 2025, and therefore should not be liable for any rent that came due after that date.

5. Ms. Watson's supposed reasoning and actions are difficult to understand. Per her testimony, she had no idea who the person who served the N12 Notice was. She appears to have simply assumed this person had the right to tell the Tenants to leave their home and to have left without making any further inquiries. She testified that she did not reach out to the Landlord or any of their representatives to confirm the information in the N12 Notice despite having contact information for them. She testified that she did not receive any compensation pursuant to section 48.1 of the Act. Instead, per her testimony, she vacated the unit on August 30, 2025, and left the keys in the mailbox without telling the Landlord she had left.
6. No copy of this N12 Notice was provided to the Board.
7. The Landlord's position is that the Landlord never served an N12 notice because the Landlord is a corporation and not entitled to serve such a notice, pursuant to subsection 48(5) of the Act. The Landlord discovered that the unit was vacant on October 9, 2025, when one of the Landlord's agents carried out an inspection of the rental unit.
8. Based on the evidence given at the hearing, I find that it is more likely than not that the Tenants did not receive an N12 notice from the Landlord or anyone else purporting to represent the Landlord. Frankly, the Tenants' explanation does not bear the scrutiny of common sense. I find it more likely than not the Tenants instead vacated the rental unit on August 30, 2025, after receiving the N4 Notice that the Landlord served to them on July 3, 2025.
9. The Landlord presented no evidence that the Tenants were in possession of the rental unit after August 30, 2025, and Ms. Watson was consistent under cross-examination that she vacated on that date. Therefore, the arrears of rent claimable pursuant to the Landlord's L1 Application are calculated up to August 30, 2025.
10. The lawful rent is \$809.50. It was due on the 1st day of each month.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to August 30, 2025 are \$2,426.80.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of August 30, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$2,612.80. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.

3. If the Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

January 5, 2026

Date Issued

Jeremy Henderson

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$2,426.80
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$2,612.80