Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Grimshaw v Dollimore Property Management, 2026 ONLTB 1451
Date: 2026-01-09
File Number: LTB-T-092519-23-RV

In the matter of: A, 182 WILLIAM ST N
LINDSAY ON K9V4B5

Between: Tamara Lynn Grimshaw — Tenant

And

Pinnacle Capital Holdings Inc — Landlord

Review Order

Tamara Lynn Grimshaw (the 'Tenant') applied for an order determining that Dollimore Property Management and Pinnacle Capital Holdings Inc (the 'Landlord') :

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

The Tenant also applied for an order determining that the Landlord collected or retained money illegally.

The Tenant also applied for an order determining that the Landlord failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

The written lease shows that the properly named Landlord is Pinnacle Capital Holdings Inc., and the named Landlord has been accordingly amended.

This application was resolved by order LTB-T-092519-23 issued on July 18, 2025.

On July 21, 2025, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On July 23, 2025, interim order LTB-T-092519-23-RV-IN was issued staying the order issued on July 18, 2025.

On August 15, 2025, interim order LTB-T-092519-23-.RV-IN2 was issued granting the request to review the order, and sending the application to be heard *de novo*.

This application was heard *de novo* by videoconference on September 4, 2025.

The Landlord's agent, R. Barzakay, and the Tenant attended the *de novo* hearing.

Determinations:

1. The Tenant moved into the rental unit on September 28, 2023, and she moved out on October 31, 2023. The residential complex is a house divided into three different units. The applications arose because the Tenant said that she was unable to live in the rental unit because of an overpowering smell of cat pee, and she was therefore obliged to move out only a few weeks after moving in. She alleges that the Landlord refused to return her last month's rent deposit, and he owes her expenses of moving.

2. The only requested remedies in the Tenant's T6 application relate to repair, therefore, since the Tenant has already moved out the T6 application is moot, and it will be dismissed.

3. The Tenant said that she moved into the rental unit on September 28, 2023. The monthly rent was $1,600.00 plus $150.00 per month hydro, due on the first day of the month. She paid $3,722.60 upon moving in, which included first and last month's rent plus a pro rata amount for three days in September 2023, plus $50.00 for a key deposit.

4. The Tenant said that she moved out a month later because there was a cleanliness issue, a barking dog noise, and a terrible smell of cat urine. She submitted into evidence texts to a property manager, D. Dollimore (DD) complaining about dog barking and cat urine, commencing on October 7, 2023.

5. The Tenant said that she did not inform the Landlord about her intention to move out because she was never given contact details for the Landlord. She said that on October 28, 2023, she told DD that she was "done" and she cancelled the November rent cheque, and moved out by October 31, 2023. She submitted into evidence a handwritten note to the Landlord, dated October 31, 2023, asking for her last month's rent back.

6. The Tenant said that the Landlord told her he would return her last month's rent if he were able to rent the unit for November 2023, and she said that new people moved into the rental unit on November 10, 2023. Nevertheless, she said that the Landlord refused to return her money for the remaining days of November 2023.

7. The Landlord's agent, R. Barzakay (RB) said that the unit was re-rented for November 13, 2023. He said that he had to pay a further $988.50 to re-rent the unit by November 13, 2023, and he submitted his invoice from his rental agent into evidence. He said that the new lease was for the same rent as that paid by the Tenant.

<u>Reasons and Analysis:</u>

8. As noted above, the Tenant's T6 application is moot, and it will be dismissed.

9. With respect to the Tenant's T2 application, she has asked for moving expenses and financial costs for cancelling her post-dated cheques because the Landlord's actions, or their failure to address her concerns, forced her to terminate the tenancy early.

10. I find that the Tenant has not proved, on a balance of probabilities, that she was forced to move out of the rental unit because of the Landlord's failure to act about her concerns for the reasons that follow. She is therefore not entitled to her requested remedies on the T2 application.

11. The Tenant testified that she first told DD about the cat urine problem on October 13, 2023, and he responded by speaking to the neighbour, as well as bringing her air fresheners the very next day. She said that as of October 26, 2023, the neighbour had told DD that she would get the cat fixed. The Tenant said that she decided to leave the next day, and she did, in fact move out by the end of October 2023.

12. I find that the Tenant has *prime facie*, failed to prove any breach of the Act on the part of the Landlord. The Landlord responded to her complaint about the neighbour immediately, and they managed to get a commitment from the neighbour to deal with the cat urine issue within a few days. The Tenant nevertheless chose to move out right away before the neighbour had an opportunity to remedy the situation.

13. The Landlord responded to the Tenant's complaints about the neighbour in a timely, appropriate and effective manner, but the Tenant chose to move out and break her lease without giving the required notice pursuant to sections 44 and 47 of the Act.

14. Consequently, the Tenant's T2 application will be dismissed.

15. With respect to the T1 application, the facts are undisputed. The Tenant gave insufficient notice. She told the Landlord she was moving out only a few days before she vacated the rental unit. The Landlord fulfilled their requirement under section 16 of the Act to mitigate the loss by re-renting the rental unit within two weeks, as of November 13, 2023. The Landlord did not return the pro rata amount of rent paid for the days of November 13 through November 30, 2023.

16. The Landlord's evidence is that they did not return the remaining days of rent for November 2023 to the Tenant because her lack of notice forced the Landlord to spend another $988.50 to re-advertize the unit for rent.

17. Although there is no doubt that the Tenant's early departure cost the Landlord extra money to re-advertize the unit a year earlier than they otherwise would have been obliged, there is no provision of the Act that permits the Landlord to unilaterally pass on advertising charges to the Tenant. The Landlord is only authorized to charge extra days of rent, after a Tenant vacates, pursuant to section 88 of the Act, when the Tenant has given insufficient notice of their departure.

18. Although the Tenant gave insufficient notice of her departure, the Landlord was also obliged to mitigate their loss, which they did. They re-rented the rental unit by November 13, 2023. The Landlord is therefore only entitled to rent until November 12, 2023, an extra 12 days of rent after the Tenant's departure, because of the Tenant's insufficient notice. The Landlord shall reimburse the Tenant for 18 days of rent in November 2023, or $57.53 X 18=$1,035.54.

It is ordered that:

1. All previous orders, LTB-T-092519-23 issued on July 18, 2025, and interim orders LTB-T-092519-23-RV-IN issued on July 23, 2025 and LTB-T-092519-23-RV-IN2 issued on August 15, 2025, are cancelled. They are replaced by the following order.
2. The Tenant's T2 and T6 applications are dismissed.
3. The Landlord shall pay the Tenant $1,083.54 which consists of:

   (a) $1,035.34 reimbursement of a portion of the last month's rent deposit,
   (b) $48.00 for the cost of filing the application.

4. The Landlord shall pay the Tenant the amount owing on or before January 20, 2026. If the Landlord fails to pay the Tenant the full amount on or before January 20, 2026, then they shall start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Nancy Morris
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.