



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-081426-25

In the matter of: 321, 888 GLEN ST
OSHAWA ON L1J 5Z4

Between: Oshawa-Glen Developments Ltd Landlord

and

Chris Agnew Tenants
Ryan Billings

Oshawa-Glen Developments Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Chris Agnew and Ryan Billings (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 22, 2025.

Only the Landlord's representative, Mark Ciobotaru, attended the hearing.

As of 3:03 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Board. 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. At the beginning of the hearing, the Landlord's representative informed me that the Tenants had vacated the rental unit on October 6, 2025.
2. The Landlord's representative argued that I consider section 88(2) of the *Residential Tenancies Act, 2006* (the 'Act') and order rent arrears up to December 31, 2025.
3. Essentially the Landlord is requesting that the result that flows from s. 88 of the Act be extended to this situation. Section 88 says that where a Tenant vacates without giving a valid notice of termination, the Tenant's liability for the rent ends on the earliest date the Tenant could have given valid notice for, or when a new Tenant moves in, subject to the Landlord's duty to mitigate.
4. The problem with the Landlord's argument is that the wording of section 88 explicitly indicates the Legislature did not intend for it to apply in the situation where a Landlord serves notice to terminate. If the intention of the Legislature was that the same result

would flow where the Landlord does serve notice to terminate but the Tenant vacates after the date of termination it would not have included the limiting language of “the Landlord has not given notice to terminate the tenancy”.

5. The Board's long-established practice with respect to ordering rent arrears if the Tenant has vacated the rental unit after the Landlord has filed an L1 application is set out in Board's Interpretation Guideline 11:

Ordering arrears of rent where the Tenant has vacated the rental unit

“In some cases, the evidence may establish that the Tenant moved out of the rental unit after the L1 Application was filed, but before the hearing date. In that case, the Board's order will generally include a determination that the tenancy ended on the date the Tenant moved out. Further, the order will generally: (1) end the tenancy effective the date the Tenant moved out of the rental unit without ordering enforcement through the Court Enforcement Office (Sheriff); and (2) require the Tenant to pay rent arrears ending on the date the tenancy ended. Unlike orders for arrears and termination where the Tenant is in possession of the unit on the hearing date, the order would not provide the Tenant with an opportunity to continue the tenancy by paying all of the arrears by a specified date. As there is a finding that the tenancy has ended, the Tenant's rent deposit and interest owing on it will be deducted from the arrears and compensation ordered to the Landlord.”

6. While the Board's guidelines are not binding upon me, in this case I find no reason to depart from the Board's usual practice. The application before me is an L1, which is designed to address rent arrears owing up to the date the tenancy ended, or the Tenant vacated. A notice of termination served by a Landlord is an invitation to terminate the tenancy. When a Tenant vacates the rental unit pursuant to such notice, the Tenant accepts the Landlord's offer to terminate the tenancy, and the tenancy is then terminated based on the parties' implied agreement.
7. Given the reasons above, rent arrears will be calculated up to the date the Tenants vacated the unit.

Rental arrears

8. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
9. The Tenants were in possession of the rental unit on the date the application was filed.
10. The Tenants vacated the rental unit on October 6, 2025. Rent arrears are calculated up to the date the Tenants vacated the unit
11. The lawful rent is \$1,329.41. It was due on the 1st day of each month.
12. The Tenants have paid \$5,200.00 to the Landlord since the application was filed.

13. The rent arrears owing to October 6, 2025, are \$380.72.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,212.93 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
16. Interest on the rent deposit, in the amount of \$211.18 is owing to the Tenants for the period from January 1, 2016, to October 6, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 6, 2025, the date the Tenant moved out of the rental unit.
2. The Landlord shall pay to the Tenant \$857.39. The Tenant owes the Landlord rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The amount of rent deposit and interest the Landlord owes on the rent deposit exceeds the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Landlord does not pay the Tenant the full amount owing on or before January 25, 2026, the Landlord will start to owe interest. This will be simple interest calculated from January 26, 2026, at 4.00% annually on the balance outstanding.

January 14, 2026
Date Issued

Adeela Alvez
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	\$5,580.72
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,200.00
Less the amount of the last month's rent deposit	- \$1,212.93
Less the amount of the interest on the last month's rent deposit	- \$211.18
Total amount owing to the Landlord	\$(857.39)