



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

File Number: LTB-L-085885-25

In the matter of: 704, 1140 Ramsey View Crt
Sudbury ON P3E2E3

Between: Butera Investments Inc Landlord

And

Linda Lagrue Tenants
Gerald Lagrue

Butera Investments Inc (the 'Landlord') applied for an order requiring Linda Lagrue and Gerald Lagrue (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on January 6, 2026.

Only the Landlord's Representative, Lauren Mogridge, attended the hearing.

As of 1:52 p.m., the Tenants were 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 Landlord's evidence.

Determinations:

1. The Tenants vacated the rental unit on October 31, 2025. The Tenants were in possession of the rental unit on the date the application was filed.
2. The Tenants are no longer in possession of the rental unit, however the tenancy was not lawfully terminated in accordance with an agreement to terminate the tenancy.
3. The Tenants served the Landlord an N9 notice on or around October 1, 2025, to end their tenancy on October 31, 2025. The Landlord advised the Tenants that they must provide 60-days' notice and sent a letter dated October 2, 2025, to the Tenants for the same. The Landlord was unable to rent the property after the Tenants vacated for the month of November 2025.
4. In these circumstances, I must apply s.88 of the *Residential Tenancies Act*, 2006 ('the Act'):

88(1) If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, a

determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

1. If the tenant vacated the rental unit after giving notice 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 the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.

...

(3) Despite subsections (1) and (2), if the landlord enters into a new tenancy agreement with a new tenant with respect to the rental unit, the tenant who abandoned or vacated the rental unit is not liable to pay an amount of arrears of rent that exceeds the lesser of the following amounts:

1. The amount of arrears of rent determined under subsection (1) or (2).
2. The amount of arrears of rent owing for the period that ends on the date the new tenant is entitled to occupy the rental unit.

(4) In determining the amount of arrears of rent owing under subsections (1), (2) and (3), consideration shall be given to whether or not the landlord has taken reasonable steps to minimize losses in accordance with section 16.

5. Also, per section 44(2) of the Act, a notice under section 47, 58 or 144 to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective, and that date shall be on the last day of a rental period.
6. In this case, the Tenants informed the Landlord on October 1, 2025, that they were vacating on October 31, 2025. The Tenants did provide an N9 notice, however, given the Act requires the Tenant to provide 60-days' notice to the end of a rental period, it would take the notice period to November 30, 2025, which is also the end of the rental period.
7. Therefore, I find the Tenants are liable to pay rent up to November 30, 2025, 60-days to the end of a rental period, from the date the N9 notice was served. The Tenants' obligation to pay rent ends on November 30, 2025.
8. The Tenants did not pay the total rent they were required to pay for the period from October 1, 2025, to November 30, 2025.
9. The lawful rent is \$2,100.19. It is due on the 1st day of each month.
10. The Tenants have not made any payments since the application was filed.
11. The rent arrears and daily compensation owing to November 30, 2025, is \$4,200.38.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay to the Landlord \$2,226.50. This amount includes rent arrears owing up to November 30, 2025, and the cost of the application.
2. If the Tenants do not pay the Landlord the full amount owing on or before January 25, 2026, the Tenants 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

Sheena Brar

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.