



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

File Number: LTB-L-082731-25

In the matter of: 1, 859 Dundas St. W.
Whitby ON L1N2N6

Between: Terslate Holdings Landlord

And

Kristin Beerman Tenant

Terslate Holdings (the 'Landlord') applied for an order requiring Kristin Beerman (the 'Tenant') to pay the rent that the Tenant owes.

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

The Landlord's agent, Sandra Dost, and the Tenant attended the hearing.

Determinations:

1. The Landlord claims that the Tenant vacated the rental unit on October 7, 2025 and so the Tenant was in possession of the rental unit on October 2, 2025, the date the application was filed.
2. The Tenant claimed she was no longer in possession of the rental unit when the application was filed. She sent an email on August 30, 2025 stating she would be vacating the rental unit on October 1, 2025. She vacated the rental unit on or around September 30, 2025, and sent the Landlord an email confirming that. The Landlord's Agent verified on October 7, 2025, that the Tenant had indeed vacated the rental unit.
3. A Tenant must be in possession of the rental unit on the date an L9 application is filed with the Board. In this case, the Tenant vacated the rental unit on or around September 30, 2025 and the Landlord filed their L9 application on October 2, 2025. As such, I have no jurisdiction to consider the Landlord's application for termination and eviction under section 69 of the *Residential Tenancies Act*, 2006, ('Act').
4. However, section 87(1)(b) provides that if the tenant has already moved out of the rental unit and the landlord wants an order requiring the former tenant to pay rent arrears, the landlord may file an L10 application so long as it is filed less than one year after the date the tenant moved out.

5. Section 189.0.1 of the Act requires a landlord to give the application and notice of hearing to the former tenant. The Board's Rule 5.8 requires that this service be done at least 30 days before the hearing. In this case on or around October 10, 2025, the Board sent the Tenant a copy of the Notice of Hearing via email. As the Tenant was present at the hearing and was aware of the proceedings 30-days prior to the hearing date, I believe it would not be prejudicial to the Tenant to grant the Landlord's request to convert this to an L10 application.
6. The Landlord's Agent testified that the parties had signed a one-year lease ending October 31, 2025, and so the Tenant ought to have stayed or paid rent up to October 31, 2025.
7. The Tenant did not contest the same but testified that she left because of issues related to the tenancy. The Tenant has filed her own T2 application.
8. In these circumstances, I must apply s.88 of 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.
9. In addition, per section 44(3) of the Act: a notice under section 47, 58 or 144 to terminate a yearly 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 yearly period on which the tenancy is based.
10. The Tenant informed the Landlord on August 30, 2025, via email, that they were vacating without providing a proper written notice. Given the Act requires the Tenant provide 60-days' notice to the end of a yearly period, it would take the notice period to October 31, 2025. This coincides with the end of the yearly rental period. This would be the earliest termination date that could have been specified in the notice had it been validly given.
11. Therefore, I find the Tenant is liable to pay rent up to October 31, 2025, 60-days to end of the rental period.
12. The lawful rent is \$1,275.00. It is due on the 1st day of each month.
13. The Tenant has not made any payments since the application was filed.
14. The rent arrears and daily compensation owing to October 7, 2025, are \$2,550.00.
15. The Landlord collected a rent deposit of \$1,275.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy is terminated.

16. Interest on the rent deposit, in the amount of \$32.40 is owing to the Tenant for the period from October 2, 2024, to October 7, 2025.
17. 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 Tenant shall pay to the Landlord \$1,426.51. This amount includes rent arrears owing up to October 31, 2025, and the cost of the application minus the rent deposit and interest owing.
2. If the Tenant does not pay the Landlord the full amount owing on or before January 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 31, 2026 at 4.00% annually on the balance outstanding.

January 19, 2026
Date Issued

Sheena Brar
Member, Landlord and Tenant Board

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