



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-087702-25

In the matter of: 607, 2475 TROUT LAKE RD
NORTH BAY ON P1B8W2

Between: SKYLINE REAL ESTATE HOLDINGS INC., Landlord
C/O SKYLINE LIVING

And

Tammy Street Tenant

SKYLINE REAL ESTATE HOLDINGS INC., C/O SKYLINE LIVING (the 'Landlord') applied for an order to terminate the tenancy and evict Tammy Street (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on January 8, 2026.

The Landlord's Legal Representative Trevor Scheib and the Tenant attended the hearing.

Determinations:

Preliminary Issue:

1. At the commencement of the hearing, a preliminary issue was raised by the Landlord's Legal Representative with respect to the date the Tenant vacated the rental unit. The Landlord's Legal Representative takes the position that the Tenant vacated the rental unit on January 8, 2026 and should be responsible for rent arrears up to that date. The Tenant takes the position that they moved out of the rental unit on September 30, 2025. For the reasons that follow, I am satisfied, on a balance of probabilities, that the Tenant vacated the rental unit on September 30, 2025.
2. The Landlord's Legal Representative submits that they just learned the morning of the hearing that the Tenant had vacated the unit and requests that there should be a finding the Tenant vacated the rental unit on January 8, 2026. The Landlord states that the Tenant provided an N11 Agreement to End the Tenancy dated July 30, 2025, which indicated the Tenant wished to terminate the tenancy effective September 30, 2025. However, as this was a fixed term tenancy, the Landlord's position is that the *Residential*

Tenancies Act, 2006, S.O. 2006, c.17(the 'Act') required the Tenant to provide not less than 60 days written notice to the Landlord and that the end date of the tenancy must also be on the last calendar day of the month.

3. The Landlord's Legal Representative states that the Landlord refused to accept the N11 Agreement to End the Tenancy from the Tenant and advised the Tenant in correspondence dated August 8, 2025, that they expected the Tenant to honour the tenancy agreement.
4. On September 11, 2025, 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, being September 25, 2025.
5. The Tenant acknowledges that she provided an N11 Agreement to End the Tenancy to the Landlord and that the tenancy agreement stipulated the fixed term to be until November 30, 2025. The Tenant submits that she had several conversations with the Landlord's staff including one on August 8, 2025, where she indicated she was moving out of the rental unit on September 30, 2025, and that the Landlord's staff responded saying they were rejecting her N11. In a text message to the Landlord on September 26, 2025, the Tenant advised that the unit was now empty and the keys to the unit were returned.
6. Section 87(3) of the *Act* states that

A landlord may apply to the Board for an order requiring a tenant or former tenant to pay compensation for the use and occupation of the rental unit after a notice of termination or an agreement to terminate the tenancy has taken effect if,

- (a) the tenant or former tenant is or was in possession of the rental unit after the termination of the tenancy; and
- (b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the date subsection 18 of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force.

7. The LTB's Interpretation Guideline 11 also states that in accordance with section 37(2) of the *Act*, if the tenant moves out of the unit by the termination date on the N4 notice, the tenancy is terminated on that date. The tenant's obligation to pay rent to the landlord ends when a tenancy has terminated, and the tenant has vacated the rental unit (s.134 of the *Act*). Further, where the evidence establishes that the tenant moved out of the rental unit after the L1 application was filed but before the hearing date, the LTB generally determines that the tenancy ended on the date the tenant moved out of the rental unit.
8. Further, the ability of a landlord to claim arrears because they were not provided with adequate notice of termination requirement is provided for under section 88(1) of the *Act*. However, section 88(1) does not apply in this case because the Landlord has given notice to terminate the tenancy.

9. In this case, while the Tenant did attempt to terminate her tenancy as of September 30, 2025 by delivering an N11 Agreement to End the Tenancy to the Landlord, it was not accepted by the Landlord. However, the Landlord then served an N4 notice of termination which gave the Tenant 14 days to void the N4 notice by paying all arrears in full before the termination date of September 25, 2025, or move out of the unit. The Tenant moved out of the unit as of September 30, 2025. Given all of the circumstances in this case, I accept that the Tenant vacated the rental unit after the delivery of an N4 notice of termination and find that the tenancy terminated. Section 88(1) of the *Act* is not applicable. Rent arrears are calculated up to the date the Tenant vacated the rental unit on September 30, 2025.

L1 Application:

10. The next issue to be addressed is that because the Tenant vacated the rental unit on September 30, 2025, she was therefore not in possession of the rental unit when the L1 application was filed on October 17, 2025.
11. Subsection 87(1)(b) of the *Act* provides that a landlord may apply to the Board for rent arrears against a tenant no longer in possession of a rental unit so long as the tenant ceased to be in possession on or after the day subsection 18(1) of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* came into force, which was on September 1, 2021. In this case, I have found that the Tenant vacated the rental unit after September 1, 2021.
12. Normally, a landlord must file an L10 application against a tenant who has vacated the rental unit and must also serve the tenant with the application and a notice of hearing. However, in this case, I find that it is unnecessary to require the Landlord to re-file an L10 application for arrears against the Tenant as the Tenant received adequate notice of this hearing, attended the hearing, was provided an opportunity to participate in the hearing and gave fulsome submissions and evidence at the hearing. I find therefore that it would not be unfair to treat the claim against the Tenant as an L10 application with this L1 application. This is also consistent with section 183 of the *Act* which directs the Board to adopt the most expeditious method of determining the questions arising in a proceeding that affords all persons directly affected by the proceeding adequate opportunity to know the issues and be heard on the matter.
13. The lawful rent is \$1,835.59. It was due on the 1st day of each month.
14. The Tenant has not made any payments since the application was filed.
15. The rent arrears owing to September 30, 2025 are \$1,701.28.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$1,750.00 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 terminated.
18. Interest on the rent deposit, in the amount of \$39.55 is owing to the Tenant for the period from November 5, 2024, to September 30, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of September 30, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$97.73. 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. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. 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 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

Heather Chapple

Vice Chair, 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	\$1,701.28
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,750.00
Less the amount of the interest on the last month's rent deposit	- \$39.55
Total amount owing to the Landlord	\$97.73