



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

**Citation:** Firmland (Brockville) Inc. v Seguin, 2026 ONLTB 6369

**Date:** 2026-01-22

**File Number:** LTB-L-008738-25-RV

**In the matter of:** 41, 14 SALISBURY AVE  
BROCKVILLE ON K6V2T5

**Between:** Firmland (Brockville) Inc. Landlord

**And**

Wade Seguin Tenant

### **Review Order**

Firmland (Brockville) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Wade Seguin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved in favour of the Landlord by order LTB-L-008738-25 issued on May 15, 2025 and based on a hearing that took place by videoconference on May 1, 2025 where only the Landlord attended.

On July 25, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 23, 2025 interim order LTB-L-008738-25-RV-IN was issued, staying the order issued on May 15, 2025.

This review was heard by videoconference on November 18, 2025.

The Tenant, the Tenant's agent, Melissa Latimer, and the Landlord's legal representative, Alex Grant, attended the hearing. The Landlord's agent, Trish Binette, signed in for the hearing and was present when the matter was called 3:29pm, however, at approximately 4:19pm they chose to leave the hearing being satisfied their legal representative had their instructions to proceed.

### **Determinations:**

1. The Tenant requested a review on the basis that they were not reasonably able to participate in the hearing, a serious error occurred in the proceedings and that the order contained a serious error.
2. The Tenant submits that they were not reasonably able to participate in the hearing that took place on May 1, 2025 as they did not receive the Notice of Hearing mailed to the

rental unit address by the LTB on February 12, 2025. The Tenant explained that they were no longer in possession of the rental unit as of July 31, 2024 based on their agreement to terminate the tenancy with the Landlord on this date and that their mail was not effectively forwarded to them with respect to the hearing notice, despite them contracting for that service with Canada Post.

3. I am satisfied, on a balance of probabilities and based on the uncontradicted evidence of the Tenant that they were not able to participate in the hearing. As a result, the Tenant's request for review is granted.
4. With respect to the Landlord's application, the Tenant submits that the Landlord was not entitled to make an application for rent arrears to the Board in light of their agreement to terminate the tenancy on July 31, 2024 and that the order contains a serious error because it finds that the Tenant owes the Landlord rent arrears up to April 25, 2025 when in fact there was no rent owing at all.
5. The Tenant testified that on or about the end of May of 2024, they approached Irwin, the building superintendent at that time, and advised them that they would be vacating the rental unit by July 31, 2024. This conversation first took place on the phone and then later around the same time the superintendent attended the rental unit to speak with the Tenant in the hallway to confirm their vacate date. On or about July 1, 2024, the Tenant confirmed with the superintendent that they would be leaving by the end of the month and anticipated their last month's rent deposit would be applied to the month of July. According to the Tenant, the superintendent said that this was fine and that he would "deal with it" and let the Landlord know.
6. Unlike a notice of termination, there is no statutory requirement under the *Residential Tenancies Act, 2006* (the 'Act') that an agreement to terminate the tenancy be in writing, though it would be a best practice to ensure this is in writing.
7. The Landlord provided no evidence to contradict the Tenant's testimony and the Tenant's evidence withstood scrutiny under cross-examination. Accordingly, I have no reason to doubt the Tenant's evidence with respect to their agreement to terminate the tenancy on July 31, 2024. I also accept the Tenant's evidence that on July 31, 2024 the Tenant vacated the unit, removed all of their belongings and left the key inside the rental unit as they were not instructed of any other move-out protocols by the Landlord.
8. I do not accept the Tenant's implied statements that the Landlord knowingly submitted false documents to the LTB. I find that the Landlord ought to have been aware the unit was vacated based on the agreement between the superintendent and the Tenant or at a minimum, the Landlord ought to have exercised reasonable diligence in ascertaining whether or not the Tenant was still living in the unit before initiating this process with the LTB. In fact, the L1 application itself requires that a landlord confirm that a tenant is still in possession of the unit at the time of filing.
9. Therefore, the Landlord could not have properly served the Tenant the N4 Notice on September 13, 2024 by sliding it under the door or placing it through a mail slot in the rental unit door as the Tenant was no longer in possession of the rental unit at that time. The service was defective.

10. Given my findings above, the I agree with the Tenant that arrears were not owing to April 25, 2025.

11. The Landlord's L1 application must be dismissed.

**It is ordered that:**

1. The request to review order LTB-L-008738-25 issued on May 15, 2025 is granted. The order is cancelled and replaced with the following order:
2. The Landlord's application is dismissed.

**January 22, 2026**  
**Date Issued**

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Terri van Huisstede  
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.