



Order under Section 87 / 89 Residential Tenancies Act, 2006

Citation: Lanmark Management Ltd v Drinkle, 2026 ONLTB 6933

Date: 2026-01-23

File Number: LTB-L-025689-24

In the matter of: 1590 Stevenson Road North
Oshawa ON L1H7K4

Between: Lanmark Management Ltd Landlord

And

Robert Drinkle Former Tenant

Lanmark Management Ltd (the 'Landlord') applied for an order requiring Robert Drinkle (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also applied for an order requiring the Former Tenant to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on October 7, 2025.

The Landlord's agents M. Foley and C. Foley and the Tenant attended the hearing. The Tenant's spouse, K. Astbury also attended the hearing.

Determinations:

1. The Landlord filed the application on March 28, 2024, and the Tenant submits that the tenancy ended on December 31, 2022, so the application is time barred.

Preliminary Issue: Date the tenancy ended

2. Most of the facts are undisputed. The rental unit is a house on a large piece of land. The Tenant vacated the house, and they returned the keys to the Landlord by the end of December 2022.
3. The parties dispute the fact that the tenancy ended at that time for the following reasons. The Tenant said that the Landlord authorized him to leave certain personal belongings on the property until he was able to remove them. He supported his contention with a letter to the Landlord, dated January 1, 2023, in which the Tenant himself makes that statement. There was no written response from the Landlord submitted into evidence. However, there is email correspondence between the parties in which the Tenant informs the Landlord, on March 13, 2023, that he will have his belongings off the property by the end of March 2023 if the Landlord clears the driveway to permit access. There is a response from C. Foley (CF), dated March 14, 2023, in which he informs the Tenant that "The Driveway has now been cleared."
4. It is undisputed that the Tenant last paid rent for December 2022. In fact, part of the Landlord's L10 claim is for unpaid rent from January to May 2023.
5. The Landlord then waited 15 months, from January 2023, when they allege the Tenant was not paying rent, to March 28, 2024, to file their application.
6. Although the Landlord said that they waited so long to file their application because they had to go through a complete clean-up, and to figure out what the costs of the damage were, I find the evidence proves, on a balance of probabilities, that the Landlord accepted that the tenancy ended at the end of December 2022, and they also accepted that the Tenant's obligation to pay rent ended at the end of December 2022. It is undisputed that the Landlord accepted the keys back by the end of December 2022. I find that the Landlord did not expect any rent after that time, or they would have responded to the Tenant's statement that there was an agreement to leave his belongings on the property for free until he could collect them, and the Landlord would not have waited 15 months to file the L10 application. In addition, I find that the Tenant's contention that the tenancy ended in December 2022 is credible, since there is no evidence of a written objection to the letter of January 1, 2023, in which the Tenant said that he would leave property around the property "at not cost to Mr. Drinkle". Rather, the Landlord accepted that the Tenant would leave some belongings on the property until he would have the resources and ability to remove them, at no cost, and they even cleared the driveway in March 2023, to allow him to do so.
7. Subsection 87(1.1)(b) of the Residential Tenancies Act, 2006 (the 'Act') provides that an L10 application must be made "no later than one year after the tenant or former tenant ceased to be in possession of the rental unit."
8. Since I have found that the Tenant ceased to be in possession of the rental unit by December 31, 2022, the obligation to pay rent ended by December 31, 2022. The Tenant returned the keys by that date, the tenancy ended by that date, and the application is time barred. It will be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 23, 2026
Date Issued

Nancy Morris
Member, Landlord and Tenant Board

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