



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-069890-25

In the matter of: Main Floor, 349 Lauder Avenue
Toronto ON M6E3H7

Between: Ian Thomas Jamieson Landlord

And

Emily Peake Tenant

Ian Thomas Jamieson (the 'Landlord') applied for an order to terminate the tenancy and evict Emily Peake (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 22, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue – Vacate Date

1. The Tenant testified that she vacated the unit on June 1, 2025. The Tenant stated she did not provide notice that she was vacating. The Tenant left the unit keys under the door mat at the front door of the unit. The Tenant conceded that she did not contact the Landlord to let him know the keys were left.
2. The Landlord testified he did not know the Tenant had vacated the unit until he served a notice of entry and attended at the unit on August 25, 2025, to discover the Tenant had vacated and removed all her belongings. The Tenant did not dispute the Landlord's evidence on this point.
3. Believing that the Tenant was still residing in the rental unit, the Landlord served a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) on August 6, 2025, with a termination date of August 20, 2026, and then subsequently filed the L1 application on August 22, 2025.
4. The Landlord's L1 application was filed pursuant to section 69 of the Residential Tenancies Act, 2006 (the 'Act'). A tenant must be in possession of a rental unit in order for a landlord to file a L1 application. Though the Landlord was unaware the Tenant was not

in possession, the Board has no jurisdiction to make an order under section 69 if the Tenant had already vacated before the filing date of the application.

5. The Board does have jurisdiction to award a landlord rent arrears and daily compensation pursuant to section 87 of the Act. In the circumstances, I find it would not be unfair to allow the Landlord to seek arrears and daily compensation under this section of the Act.
6. The Landlord could not have reasonably been aware that the Tenant had vacated prior to serving the N4 notice and subsequently filing the L1 application. The Tenant gave no notice of her intent to vacate and after the Tenant left, she did not tell the Landlord that she had left or where the Landlord could locate the unit keys. I find that the Landlord acted with due diligence by serving a lawful Notice of Entry to inspect the unit when the Tenant was not responsive.
7. The Tenant was present at the hearing and clearly understood the Landlord was seeking arrears/daily compensation. The Tenant indicated that she was aware of the lawful requirement to provide notice when vacating the unit. As such, I find no prejudice to the Tenant in proceeding with the Landlord's application for rent arrears pursuant to section 87 of the Act.

Landlord's application for arrears/daily compensation

8. The Landlord's application claimed rent arrears for the rental periods of July 1 to 31, 2025, and August 1 to 31, 2025.
9. The parties did not dispute that the Tenant was on a month-to-month tenancy agreement.
10. Section 47 of the Act states that "[a] tenant may terminate a tenancy at the end of a period of the tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44."
11. Section 44(2) of the Act speaks of the period of notice required for monthly tenancies and states "[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".
12. Section 88 (1) of the Act sets out arrears of rent when a tenant abandons or vacates without notice and states:

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.

2. If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be.
13. In this case the Tenant abandoned the unit and Landlord did not know the Tenant had abandoned until August 25, 2025. However, not realizing the Tenant had already vacated the unit the Landlord served a notice of termination so effectively, the tenancy terminated on the termination date in the Landlord's N4 notice which was August 21, 2025. Therefore, rent arrears are calculated up to that date.
14. The rent arrears owing to August 21, 2025, are \$3,879.45.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$2,295.00 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.
17. Interest on the rent deposit, in the amount of \$104.69 is owing to the Tenant for the period from October 24, 2023 to August 21, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of August 21, 2025.
2. The Tenant shall pay to the Landlord \$1,665.76. This amount includes rent arrears owing up to the date the tenancy terminated 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 February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

January 30, 2026
Date Issued

Melissa Anjema
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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$3,879.45
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,295.00
Less the amount of the interest on the last month's rent deposit	- \$104.69
Total amount owing to the Landlord	\$1,665.76