



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

File Number: LTB-L-071305-25

In the matter of: 306, 8787 RIVERSIDE DR E
WINDSOR ON N8S1G7

Between: TerraCorp. Management Inc. Landlord

And

Tyler Mayea Tenant
Robert Mayea

TerraCorp. Management Inc. (the 'Landlord') applied for an order requiring Tyler Mayea and Robert Mayea (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on January 27, 2026.

The Landlord's representative Angelica Wilkinson and the Tenant Tyler Mayea attended the hearing.

Determinations:

1. The Landlord filed an L9 Application seeking an order that the Tenants pay the rent that the Tenants owe.
2. An issue arose as to when the tenancy ended.
3. The Landlord advised that the Tenant sought to end the tenancy on August 31, 2025 by way of Form N9 given to the Landlord on July 23, 2025, however, the Landlord did not agree to terminate the tenancy early (i.e. with less than 60 days notice, as required by section 44(2) of the *Residential Tenancies Act*, 2006 (the "Act")) In fact, upon receipt of the Form N9, the Landlord immediately emailed the Tenant advising that the earliest allowable termination date for the current month-to-month tenancy was September 30, 2025.
4. While the Tenant indicated a prior building manager had advised him that only 30 days notice was required to terminate the tenancy (after the initial 1-year term), no written documentation or other supporting evidence was produced in support. Based upon the submission made, I find a balance of probabilities that the tenancy ended on September 30, 2025.

5. The Tenant did not pay the total rent they were required to pay for the period from August 1, 2025 to September 30, 2025.
6. The lawful rent is \$1,656.63. It is due on the 1st day of each month.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears and daily compensation owing to September 30, 2025 are \$3,313.26.
9. The Landlord collected a rent deposit of \$1,656.63 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.
10. Interest on the rent deposit, in the amount of \$30.98 is owing to the Tenant for the period from January 1, 2025 to September 30, 2025.
11. 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 \$1,811.65. This amount includes rent arrears owing up to September 30, 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 February 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.

February 4, 2026
Date Issued

Peter Nicholson
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.