



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

**File Number:** LTB-L-097859-25

**In the matter of:** 9, 22 HUGO CRES  
KITCHENER ON N2M3Z2

**Between:** Williams & McDaniel Property Management Landlord

**And**

Shona McCaskie Tenant

Williams & McDaniel Property Management (the 'Landlord') applied for an order requiring Shona McCaskie (the 'Tenant') to pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on January 28, 2026.

The Landlord's Representative, John Anderson and the Tenant attended the hearing.

**Determinations:**

1. The Tenant vacated the rental unit on November 30, 2025. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Tenant did not pay the total rent they were required to pay for the period from November 1, 2025, to December 31, 2025.
3. The lawful rent is \$1,065.23. It is due on the 1st day of each month.
4. The Tenant has not made any payments since the application was filed.
5. The parties agree that the rent arrears owing to December 31, 2025, are \$2,101.32.
6. The Tenant is no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, I find that the Tenant's obligation to pay rent ends on December 31, 2025, for the following reasons.
7. Section 88 of the *Residential Tenancies Act, 2006* (the 'Act') 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.

...

(4) In determining the amount of arrears of rent owing under subsections (1), (2) and (3), consideration shall be given to whether or not the landlord has taken reasonable steps to minimize losses in accordance with section 16.

8. The Tenant served the Landlord with a notice N9 on or around October 31, 2025, to end their tenancy, for a date of termination November 30, 2025. The Landlord did not accept the Tenant's N11 form and sent the Tenant a letter dated November 4, 2025, citing the reasons.
9. It is the Landlord's uncontested testimony that they have not been able to re-rent the rental unit until the hearing date.
10. The Tenant was required to give the Landlord a 60-days notice to end a monthly tenancy to a date which is on the last day of a rental period as per s.44(2). Therefore, I find the Tenant is liable to pay rent up to December 31, 2025, up to the last day of the rental period.
11. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$911.39 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.
14. Interest on the rent deposit, in the amount of \$133.03 is owing to the Tenant for the period from December 18, 2017, to December 31, 2025.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$1,262.90. This amount includes rent arrears owing up to December 31, 2025, and the cost of the application and unpaid NSF charges minus the rent deposit and interest owing.

2. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

**February 6, 2026**

**Date Issued**

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**Sheena Brar**

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.