



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

File Number: LTB-L-087748-25

In the matter of: 219, 101 KOZLOV ST
BARRIE ON L4N5L7

Between: Maplewood Apartments Ltd. Landlord

And

Tammie Pearson Tenant

Maplewood Apartments Ltd. (the 'Landlord') applied for an order requiring Tammie Pearson (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on January 19, 2026.

Only the Landlord's legal representative Mark Ciobotaru attended the hearing.

As of 1:21 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Tenant vacated the rental unit on November 1, 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 October 1, 2025 to November 30, 2025.
3. The lawful rent is \$2,224.24. 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 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, the Tenant's obligation to pay rent ends on November 30, 2025.
6. The tenancy was a month-to-month tenancy with rent payable on the first day of the month. The Landlord's legal representative submitted that the Tenant sent the Landlord an email on September 26, 2025 with an N9 Notice to terminate the tenancy effective November 1, 2025.

7. The Landlord did not accept this notice, which was less than the 60-day notice period required by section 47 of the *Residential Tenancies Act, 2006* (the "Act").

8. Pursuant to section 88(1)1 of the Act:

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....

9. If the Notice had been given in accordance with section 47 of the Act, the date of termination would be November 30, 2025, which was the end of the rental period. The Landlord re-rented the rental unit for December 1, 2025.

10. The rent arrears and daily compensation owing to November 30, 2025 are \$4,448.48.

11. The Landlord collected a rent deposit of \$2,170.00 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 is terminated.

12. Interest on the rent deposit, in the amount of \$49.64 is owing to the Tenant for the period from January 1, 2025 to November 30, 2025.

13. 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 \$2,414.84. This amount includes rent arrears owing up to November 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 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.

February 5, 2026
Date Issued

Margo den Haan
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.