



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

Citation: Rizk v Peterman, 2026 ONLTB 12939

Date: 2026-02-13

File Number: LTB-L-096829-25

In the matter of: 427 RAINROCK CRES
ORLEANS ON K1W0K4

Between: Mina Rizk Landlords
Carol Bishay

And

Megan Peterman Tenants
Ryan Carbonette

Mina Rizk and Carol Bishay (the 'Landlords') applied for an order requiring Megan Peterman and Ryan Carbonette (the 'Tenants') to pay the rent that the Tenant owes.

This application was heard by videoconference on February 2, 2026.

The Landlords and the Tenants attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. The Landlord's application is dismissed for the following reasons.
2. It was undisputed that the Tenant vacated the rental unit on December 22, 2025. The Tenant was in possession of the rental unit on the date the application was filed.
3. The central issue between the parties is whether the Tenant is responsible for arrears for the rental period of November 15, 2025, to December 14, 2025, or whether the Tenant's last month rent deposit ought to have been applied to that rental period.
4. The lawful rent was \$2,500.00. It was due on the 15th day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.

Testimony and Evidence

6. It was undisputed that on October 12, 2025, the Tenant sent the Landlord an email attaching an N11 Agreement to End the Tenancy. The Tenant advised that they had purchased a home and were ending their tenancy as of December 22, 2025.
7. The Landlords position is that the Tenant's N11 was incorrect. Noted errors were that the names of the Tenants were placed in the names for Landlord section and visa versa and that the termination date stated in the notice by the Tenant was not in accordance with section 44(2) of the Residential Tenancies Act, 2006 (the 'Act') as it was not the last day of a rental period.
8. The Landlord testified that at no time did they agree to accept the Tenant's N11.
9. The Tenant's position is that the Landlord did not make them aware of any issues they had with the Tenant's notice until one day after the November 2025 rent became due. At all material times up to that point, the Tenant believed that the Landlord had accepted their notice.
10. Email correspondence was submitted by the parties. On October 14, 2025, two days following receipt of the Tenant's N11, the Landlord responded by stating "thanks for the notice re: end of tenancy". The Tenant testified that they heard nothing further from the Landlord until November 16, 2025, when they received an email from the Landlord stating "I did not receive the rent yesterday. Please send it by the end of today."
11. The Tenant responded to the Landlord's email on the same day and advised that their last month rent was to be applied to the rental period of November 15, 2025, to December 14, 2025, and that they would issue a payment for the per diem rent due from December 15, 2025, until their vacate date of December 22, 2025.
12. The Landlord responded to the Tenant advising of the issues found with their N11 and asked that the Tenant send an N9 notice that complies with the requirements of the notice as set out in the Act. The Tenant then offered to move up their vacate date to comply with the lawful termination date had they provided the Landlord with an N9 form rather than an N11 form on October 12, 2025. The Landlord refused this offer.

Analysis and the Law

13. When a tenant would like to end their tenancy, they may choose one of two Board forms depending on the circumstances between the parties. The N11 form is a mutual agreement to end the tenancy. Both the landlord and the tenant must express a mutual agreement of the terms within the notice and both parties are required to acknowledge their consent by signing the form. If a tenant wishes to unilaterally end their tenancy, a tenant may do so providing the notice complies with the requirements of the Act.
14. Section 44(2) of the Act sets out the period of notice required for a monthly tenancy such as this 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.”

15. I accept the Landlord’s submissions that the Tenant’s notice was not lawful. Though the Tenant’s notice was provided more than 60 days from their requested termination date, the effective date was not the last day of a rental period. I also accept that the Landlord did not expressly “accept” the Tenant’s N11 form.
16. However, section 16 of the Act also states that “[w]hen a landlord or tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize their losses. In this case and for the following reasons I find the Landlord did not mitigate their losses.
17. It is unclear to me why the Landlord waited from October 14, 2025, when the Landlord acknowledged receipt of the Tenant’s notice to vacate until November 16, 2025, to advise the Tenant they had issues with the notice. Had the Landlord responded on October 14, 2025, by stating the issues with the notice rather than simply stating “thanks for the notice re: end of tenancy”, the Tenant’s could have easily corrected the errors and provided notice that was lawful.
18. Though I accept that ignorance of the law is not typically a defence, I find that there is a clear imbalance of power in these circumstances and the Landlord had a duty to act in good faith to make the Tenant aware of the issues in a timely fashion. An experienced landlord would be more than aware of the requirements on a notice to end the tenancy whereas a tenant may not be as familiar having not dealt with the Act as often. Obviously, this Landlord was familiar with the Act as evidenced by their email to the Tenant educating them on the requirements of section 44(2). I see no reason to wait a month to communicate these issues and until the Tenant would be required to pay another full month of rent before being able to lawfully terminate the tenancy.
19. Moreover, neither section 47 nor section 44 of the Act requires that a tenant’s notice to terminate be provided on a Board-approved form. The only requirements are that the notice be in writing and that it clearly communicate the essential information required under section 44. The Tenant’s email of October 12, 2025, was clear and unequivocal in stating their intention to end the tenancy on December 22, 2025. At that time, an N9 form was not required; however, the termination date needed to comply with the proper end-of-tenancy rules. Had the Landlord simply advised the Tenant that their termination date must align with the end of the rental period, there is every reason to believe the Tenant would have corrected the date accordingly.
20. Therefore, I find that the Landlord did not mitigate their losses and that rent arrears and daily compensation are owing to December 22, 2025, which is the date the Tenant vacated the rental unit. The amount of rent and daily compensation to December 22, 2025, are \$3,075.33.
21. The Tenant has paid \$471.91 to the Landlord after the application was filed.

22. The Landlord collected a rent deposit of \$2,500.00 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.
23. Interest on the rent deposit, in the amount of \$173.46 is owing to the Tenant for the period from March 15, 2023 to December 22, 2025.
24. Therefore, I find that the Tenant paid \$70.04 more than was required. Accordingly, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

February 13, 2026
Date Issued

Melissa Anjema
Member, Landlord and Tenant Board

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