



**Order under Section 87 / 88.1  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-084251-24

**In the matter of:** 108-2, 51 LAKE ST  
ST CATHARINES ON L2R0B6

**Between:** PENN TERRA GROUP LTD Landlord

**And**

Nana Afrifa Boateng Former Tenant

PENN TERRA GROUP LTD (the 'Landlord') applied for an order requiring Nana Afrifa Boateng (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on January 21, 2026.

Only the Landlord's representative Sara Murtadha attended the hearing.

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

**Determinations:**

**Preliminary Issue – Amending an Application**

1. Subsection 201(1)(f) of the Act provides reasons for amending an application by the Board:

The Board may, before, during or after a hearing, on its own motion and on notice to the parties, amend an application if the Board considers it appropriate to do so and if amending the application would not be unfair to any party.

2. The Landlord sought reasonable out-of-pocket expenses incurred as a result of the Tenant's conduct in the amount of \$2,000.00 which equals two months of rent.
3. The Tenant vacated the rental unit on August 25, 2024. The Tenant did not give the Landlord 60 days notice as required by sections 44 and 47 the *Residential Tenancies Act, 2006* ("Act").

4. Because the Tenant did not give the Landlord 60 days notice to vacate, pursuant to section 88(1) of the Act, the Landlord is seeking arrears of rent to October 31, 2024, the earliest termination date the Tenant could have provided by the date she vacated the unit. Section 88(1) of the Act provides that if the Landlord did not serve the Tenant with a notice of termination in accordance with the Act, and the parties did not agree to an early termination date, then the Tenant must provide the Landlord with 60 days notice to vacate. If the Tenant fails to provide 60 days notice, the Landlord may seek an order for arrears covering the 60-day period.
5. As such, I find the remedy the Landlord is seeking is rent arrears rather than out-of-pocket expenses. I am satisfied the Landlord sufficiently disclosed the remedies and the Tenant was therefore fully aware of the remedies being sought and as such, the application was amended to properly reflect each of the remedies sought.

#### L10 Application

6. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
7. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
8. These documents were served on December 19, 2025 by e-mail to the e-mail address the Landlord provided by the Tenant on the lease agreement.
9. The Former Tenant vacated the rental unit on August 25, 2024.
10. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

#### Rent owing

8. The lawful rent was \$1,000.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$32.88. This amount is calculated as follows: \$1,000.00 x 12, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. As explained above, the Former 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 Former Tenant's obligation to pay rent ended on October 31, 2024.
12. The rent arrears owing to October 31, 2024 are \$3,000.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

#### Compensation for substantial interference

15. The Landlord provided a copy of an agreement between the parties which is a contract for tenant's insurance that the Landlord provides. The agreement states the Tenant shall pay \$20.00 per month and the Tenant will be covered by the Landlord's insurance.
16. The Tenant failed to pay \$20.00 for the months of June, July, and August 2024 totalling \$60.00.
17. The Landlord did not provide any evidence to show the Landlord incurred the cost of \$60.00. As such I cannot find the Landlord incurred or will incur reasonable out-of-pocket expenses of \$60.00. Therefore, the claim for \$60.00 is dismissed.

**It is ordered that:**

1. The Former Tenant shall pay to the Landlord \$3,000.00, which represents rent and compensation owing up to October 31, 2024.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$3,186.00.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before February 20, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 21, 2026 at 4.00% annually on the balance outstanding.

**February 9, 2026**  
**Date Issued**

\_\_\_\_\_  
Elena Jacob  
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.