



Order under Section 69 Residential Tenancies Act, 2006

Citation: Evertrust Development (Muskoka) Inc. v Van Niekerk, 2026 ONLTB 12994

Date: 2026-02-10

File Number: LTB-L-064933-25

In the matter of: 2 TURNBERRY CRT
Bracebridge ON P1L0N5

Between: Evertrust Development (Muskoka) Inc. Landlord

And

Jennifer Van Niekerk Tenant

Evertrust Development (Muskoka) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Van Niekerk (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 5, 2026.

The Landlord's Agent and owner of the rental premises, Trent Knackstedt, and the Tenant attended the hearing.

Determinations:

1. This was a rehearing of the Landlord's L1 application regarding rent arrears.
2. The Tenant took occupancy of the rental unit on December 1, 2024. As of the hearing date, the Tenant had vacated the unit.
3. The corporate Landlord purchased the property and became the Landlord in June 2025. Trent Knackstedt ("T.K."). describes himself as a part-owner of the rental premises.
4. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Landlord claims that the Tenant did not void the notice by paying the amount of rent arrears owing for the period April 2025 to June 2025 by the termination date in the N4 Notice or before the date the application was filed.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The lawful rent was \$3,200.00. It was due on the 1st day of each month.
7. The Tenant paid \$16,000.00 to the Landlord since the application was filed.
8. The Tenant established with reliable documentation that she received a \$9,600.00 credit from her former landlord, as an agreed upon 100% rent abatement for the months of April,

May and June 2025 while the rental unit was under construction. T.K. did not seriously challenge this evidence.

9. I find that the N4 Notice is fundamentally defective because there was no rent owing for April, May or June 2025.
10. The Tenant also claimed that she paid \$3,200.00 rent for June 2025 that month (although it had been abated by the former landlord). In support, she presented her bank records confirming the payment to the Landlord.
11. She also presented copies of e-deposits she made to the Landlord from July 2025 to December 2025. T.K. does not contest that the Tenant paid the rent in full from July 2025 to December 2025.
12. In summary, the lawful rent charged for the period beginning April 1, 2025 and ending December 31, 2025 was \$28,800.00. The total credit to the Tenant for rent paid or abated between April 1, 2025 and December 31, 2025 seems to be \$32,000.00.
13. I expressed my concern at the hearing that T.K.'s evidence about the rent was confusing and, ultimately, inaccurate. For example, he first claimed that the June 2025 rent was paid and then backtracked and said it was unpaid.
14. Additionally, the sum of the rent owing for the period April 1, 2025 to February 28, 2026 as alleged by the Landlord, if proven, totals \$9,800.00, not \$13,000.00 as asserted in the L1/L9 Update that T.K. presented. If the June 2025 rent was paid, the alleged arrears calculations are: \$3,400.00 for April and May 2025 and \$6,400.00 for January and February 2026, equaling a total of \$9,800.00.
15. In the application, the Landlord states that they collected a rent deposit of \$3,200.00 from the Tenant on June 23, 2025 and this deposit was still being held by the Landlord. At the hearing T.K. retracted this claim, stating that the Landlord never collected a rent deposit and that a rent deposit did not exist. To the contrary, the Tenant submitted proof that she paid a last month's rent deposit of \$3,200.00 to her former landlord on December 2, 2024.
16. The June 2025 payment the Tenant did make corresponds with the Landlord's demand for a second last month's rent deposit which, according to the Landlord's application, they collected on June 23, 2025.
17. Although asked several times, T.K. refused to provide a proper rent ledger for the Board's consideration.
18. The Landlord's assertion that that the Tenant owes \$6,400.00 rent for January 2026 and February 2026 is premised on the assertion that Tenant vacated on January 7, 2026 without giving 60-days' notice as required under the *Residential Tenancies Act, 2006* (the 'Act'). That was the date the Tenant returned the unit keys.
19. The Tenant does not disagree that she gave the keys to the Landlord on January 7, 2026. However, in an email to T.K. dated January 30, 2026, which she filed with the Board, she confirmed that she moved out of the unit in December 2025. T.K. does not dispute that the parties met on January 6, 2026 and that the next day the Tenant returned the keys.

20. The Tenant was adamant that she vacated pursuant to the original LTB order terminating the tenancy which she received on or about December 6, 2025, and therefore she should not be held liable for additional rent after December 2025.
21. T.K.'s evidence is that the Landlord immediately advertised the unit for rent as soon as they received the keys back.
22. I am satisfied that it is more likely than not that the Tenant vacated the unit as a result of an LTB order and that the tenancy terminated as of December 31, 2025.
23. It is apparent, and troubling, that the Landlord has neglected to properly educate themselves about their obligations under the Act. Section 18 of the Act speaks to a change in the rental property ownership.
24. When a property is sold and there are sitting residential tenants, the existing tenancy agreements are covenants that "run with the land", meaning they remain in place on the same terms, conditions and agreements as existed prior to the sale. The new owner 'steps into the shoes' of the former landlord. Tenants are not required to enter into a new tenancy agreement with the new landlord.
25. Pursuant to subsection 106(1) of the Act, a landlord may require a tenant to pay a singular rent deposit, as long as they do so on or before entering into the tenancy agreement. The deposit can only be applied to the last month of the tenancy. This means that a deposit collected by the former landlord at the start of the tenancy, if not applied, carries forward from the former to the new landlord. Interest accruing is covered by subsection 106(6) of the Act. T.K. stated that he is not aware of interest owed or paid to the Tenant relating to the deposit.
26. Based on the above, there is no evidence before the Board supporting a claim that the Tenant was in arrears of rent. Accordingly, the application must be dismissed.
27. There is no tenant application before me claiming that the Landlord has illegally collected or retained money, contrary to the Act. Should the Tenant wish to make such claim, the Tenant must file her own application.

It is ordered that:

1. The Landlord's application is dismissed.

February 10, 2026
Date Issued

Elle Venhola
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.