



Order under Section 87 / 89 Residential Tenancies Act, 2006

Citation: Alexander v Todd, 2026 ONLTB 11406

Date: 2026-02-04

File Number: LTB-L-070136-24

In the matter of: 7 BAYLOR DR
BRAMPTON ON L7A3W2

Between: Camille Sonya (Preferred Name) Alexander Landlord

And

Shane Andre Todd Former Tenant

Camille Sonya (preferred name) Alexander (the 'Landlord') applied for an order requiring Shane Andre Todd (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Camille Sonya (preferred name) Alexander (the 'Landlord') applied for an order requiring Shane Andre Todd (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on December 22, 2025.

The Landlord and the Former Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay to the Landlord \$1,971.78 for rent owing, damage and costs.
2. The Former Tenant vacated the rental unit on August 23, 2024.

Rent and Daily Compensation Owing

8. The lawful rent was \$1,600.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.

10. The Former Tenant has not made any payments since the application was filed.
11. 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. The Former Tenant's obligation to pay rent ended on October 31, 2024 however, the Landlord only claims arrears up to September 30, 2024.
12. The Landlord testified that the Former Tenant wanted the Landlord to come to the rental unit and when they met on August 19, 2024, the Former Tenant advised the Landlord that he was moving out because he found a new residence that was available at the end of the month.
13. The Landlord gave evidence that the Former Tenant had not paid rent for the month of August 2024, and therefore, the Former Tenant should be responsible for rent for the month of August and September 2024.
14. The Landlord submitted a copy of a letter given to the Former Tenant confirming the Former Tenant's verbal intention that he would be vacating the rental unit on August 31, 2024.
15. The Landlord denied advising the Former Tenant that they wanted to rent the unit for September 1, and further denied giving a notice of termination. The Landlord's evidence is that they never told the Former Tenant to leave by the end of August and did not agree that the Former Tenant could vacate without proper notice.
16. The Former Tenant's own testimony is that he told the Landlord he would be moving out on August 18, 2024 but the Landlord gave him two options: the Former Tenant could leave by the end of the month so the Landlord could re-rent for September 1, or the Former Tenant could pay rent for August 2024, provide notice to the Landlord and have the last month's rent deposit refunded after a walkthrough.
17. I prefer the evidence of the Landlord over that of the Former Tenant. This is because the Landlord's evidence is internally and externally consistent. The Landlord's evidence is that they required the Former Tenant to pay rent for August which was already in arrears, and the Landlord mistakenly believed the Former Tenant only had to provide 30 days notice which would make September 2024 the last month of the tenancy to which the deposit would be applied.
18. There was no evidence of an agreement between the parties and the Former Tenant's testimony is that ultimately, he spoke with the Landlord to clarify her position and the Landlord "said she wanted two months".
19. Section 47 of the Act provides:

47 A tenant may terminate a tenancy at the end of a period of the tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44.
20. Section 44(2) of the Act sets out a 60-day notice period for a monthly tenancy:

(2) 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.

21. The tenancy agreement between the parties shows the tenancy was not for a fixed term and rent is paid monthly. Accordingly, absent an agreement or notice to terminate the tenancy the Former Tenant was required to provide 60 days notice to terminate the tenancy.

22. Section 88 of the Act sets out a tenant's obligation to pay rent when a tenant vacates a rental unit without giving notice of termination in accordance with the Act:

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.

23. Accordingly, the Former Tenant's obligation to pay rent ends October 31, 2024, based notice given on August 19, 2024, for a monthly tenancy. However, the Landlord's L10 Application claims arrears for the month of August 2024 only, and there was no evidence that the Landlord attempted to mitigate their loss of rent after September 2024. Therefore, the Former Tenant is ordered to pay rent for the month of August 2024. The deposit is applied to the month of September 2024.

24. The rent arrears and daily compensation owing to September 30, 2024, are \$3,200.00, less the rent deposit.

25. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for Damage

26. The Landlord requests compensation for damage as a result of the Former Tenant's vehicle leaking oil and staining the driveway. The Landlord submitted three photographs of the driveway showing oil stains only on one side of the driveway.

27. The Landlord testified that the driveway would require sealing to cover up the oil stains at a cost of \$250.00.

28. The Former Tenant acknowledges that their vehicle leaked oil and testified that he was the one who notified the Landlord. The Former Tenant's evidence is that he told the Landlord he would clean the stain but the Landlord told the Former Tenant she would be sealing the driveway in the spring.

29. The Former Tenant's vehicle leaked oil onto the driveway causing staining. I find that the Former Tenant negligently caused undue damage to the driveway at the residential complex.
30. The Former Tenant testified that he obtained a quote from the same individual who provided the Landlord with the estimate of \$250.00, and the Former Tenant did not dispute the cost to reseal the driveway to cover the oil stains.
31. Accordingly, I find that the Landlord will incur reasonable costs of \$250.00 to repair the damage to the driveway.

Rent Deposit

32. The Landlord collected a rent deposit of \$1,600.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Former Tenant is required to pay.
33. Interest on the rent deposit, in the amount of \$64.22 is owing to the Former Tenant for the period from February 23, 2023, to September 30, 2024

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$3,200.00, which represents rent and compensation owing up to September 30, 2024.
2. The Former Tenant shall also pay to the Landlord \$250.00, which represents the reasonable costs the Landlord will incur as a result of the damage.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$1,664.22 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
5. The total amount the Former Tenant owes the Landlord is \$1,971.78*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before February 22, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 23, 2026, at 4.00% annually on the balance outstanding.

February 11, 2026
Date Issued

Kyle McGraw
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To September 30, 2024	\$3,200.00
Damage Costs	\$250.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$64.22
Total amount owing to the Landlord	\$1,971.78