



## **Order under Section 87 Residential Tenancies Act, 2006**

**Citation:** Southside Construction Management Limited v Cressman, 2026 ONLTB 17364

**Date:** 2026-02-24

**File Number:** LTB-L-020974-25

**In the matter of:** 503, 245 DREW ST  
London ON N4S0G1

**Between:** Southside Construction Management Limited Landlord

**And**

Brooke Cressman Former Tenant

Southside Construction Management Limited (the 'Landlord') applied for an order requiring Brooke Cressman (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on November 4, 2025.

The Landlord's agent Lauren Frijia, the Former Tenant, and the Former Tenants' supports Bayslee Cressman and Cheryl-Ann Lovie attended the hearing.

### **Determinations:**

1. As explained below, the Landlord has not proved the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Former Tenant is alleged to have vacated the rental unit on February 28, 2025.
3. The lawful rent was \$2,150.00. It was due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$70.68. This amount is calculated as follows: \$2,150.00 x 12, divided by 365 days.
5. The Former Tenant has not made any payments since the application was filed.
6. The Landlord's Legal Representative submitted that the Landlord was seeking rent for the months of February and March 2025 and had omitted April's rent as it had come due after the Landlord filed their application, and the Former Tenant's last month's rent deposit had been applied to May 2025.

7. The Landlord's Legal Representative submitted that the Former Tenant had never provided him proper notice to terminate the tenancy in accordance with the *Residential Tenancies Act, 2006* (the 'Act').
8. The Landlord's Legal Representative submitted that when February's rent had not been paid, the Landlord had issued an N4 notice of termination. The Former Tenant did notify the Landlord's interim superintendent and left the unit as of the second last week of February. The Landlord's N4 notice of termination indicated a termination date of February 19, 2025.
9. The Former Tenant had provided an N11 to the Landlord on January 27, 2025, with a termination date of February 28, 2025. This was not accepted by the Landlord as it had not been signed.
10. The Former Tenant had advised the Landlord as early as October of 2024 that they were having health issues that were affecting their income and their ability to pay the rent. The Former Tenant attempted to find a sublet and was successful in doing so however, the prospective assignee reneged on the basis of the Landlord's proposed rent increase. Another individual was considered but was also denied by the Landlord.
11. The Former Tenant submitted that they had vacated the unit as of February 19, 2025, which was the termination date outlined in the Landlord's N4 notice of termination. A letter sent to the Former Tenant dated February 24, 2025, from the Landlord stated that the Landlord did not give the Former Tenant permission to terminate the tenancy as a new tenant was not available to take over the tenancy.
12. Section 43(1) of the Act states:

**43 (1)** *Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall,*

- (a) identify the rental unit for which the notice is given;*
- (b) state the date on which the tenancy is to terminate; and*
- (c) be signed by the person giving the notice, or the person's agent.*

*(2) If the notice is given by a landlord, it shall also set out the reasons and details respecting the termination and inform the tenant that,*

- (a) if the tenant vacates the rental unit in accordance with the notice, the tenancy terminates on the date set out in clause (1) (b);*
- (b) if the tenant does not vacate the rental unit, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant; and*
- (c) if the landlord applies for an order, the tenant is entitled to dispute the application*

13. That said, if I am satisfied that the Former Tenant vacated the rental unit as of the termination date as set out on the Landlord's N4 notice, the tenancy is terminated as of that date which in this case would be February 19, 2025. Despite having issued this notice, the Landlord continually denied the Former Tenant's request to terminate the tenancy.
14. Having considered the evidence, I am not satisfied that the Landlord has proven on a balance of probabilities that the Former Tenant vacated as of February 28, 2025, or any other date subsequent to February 19, 2025. As such, I am satisfied that the Former Tenant vacated the unit in accordance with s. 43(2)(a) and the tenancy was terminated on that date.
15. Since the Tenant's last month's rent deposit was applied to May, I am not satisfied that the Former Tenant owes any rent for the month of February 2025 and as such, the Landlord's application is dismissed.

**It is ordered that:**

1. The Landlord's application is dismissed.

**February 24, 2026**  
**Date Issued**

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Jagger Benham  
Member, Landlord and Tenant Board

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