



Order under Section 135 Residential Tenancies Act, 2006

Citation: Baker v House, 2026 ONLTB 17640

Date: 2026-02-27

File Number: LTB-T-050640-25

In the matter of: 58 EASTVIEW CRES
ORANGEVILLE ONTARIO L9W4X4

Between: Susan Baker
Jeff Cook
Tenants

And

Robin House
Landlord

Susan Baker and Jeff Cook (the 'Tenants') applied for an order determining that Robin House (the 'Landlord') collected or retained money illegally.

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

The Landlord and the Tenant Susan Baker attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$2,593.00.

Interest on rent deposit owing

2. The Tenants moved into the rental unit on March 1, 2024, at which time the Tenants paid a last month rent deposit to the Landlord in the amount of \$2,500.00.
3. The Tenants vacated the rental unit at the end of April 2025.
4. The Landlord does not dispute that interest on the last month's rent deposit was not paid to the Tenants. As such the Landlord failed to pay the Tenant interest on the last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act').

Compensation for N12 or N13 Notice owing

5. The Tenants allege that the Landlord gave the Tenants a notice of termination under section 48 of the *Residential Tenancies Act, 2006* (the 'Act') and did not pay the Tenants the compensation required by the Act.
6. On March 1, 2025, the Landlord sent the Tenants a notice of termination pursuant to section 48 of the Act indicating the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by his son. The notice of termination indicated that Landlord's son required the unit for June 1, 2025.
7. The Tenants testified that as a result of the notice they began searching for alternative housing and due to the competitive rental market they entered into a rental agreement on another rental unit commencing April 1, 2025.
8. The Tenants reached out to the Landlord requesting to end the tenancy at the end of April and have their last month's rent deposit applied to April rather than May, 2025.
9. The Tenants submitted and email exchange between the parties on March 22, 2025 were the Landlord agreed to apply the last month's rent deposit to April rather than May, 2025.
10. The Tenants stated that they were never provided with any compensation by the Landlord for vacating the rental unit pursuant to the notice of termination they received under section 48.
11. The Landlord does not dispute that he agreed to apply the last month's rent deposit to April rather than May, but states that there was a subsequent conversation that compensation would be applied to rent for May, 2025 as the Landlord did not require the unit until June 1, 2025. The Tenants deny any such conversation occurred.

Analysis

12. Pursuant to section 48(3) of the Act, a tenant who receives notice of termination under section 48 may, at any time before the date specified in the notice, terminate the tenancy, effective on a specified date earlier than the date sent out in the landlord's notice.
13. Section 48(4) states that the date for termination specified in the tenant's notice shall be at least 10 days after the date the tenant's notice is given.
14. I am satisfied that the Tenants gave notice to the Landlord pursuant to section 48(3) of the Act via an email dated March 22, 2025, and the Tenancy was terminated on April 30, 2025. The Landlord is not entitled to any rent for May, 2025.
15. Section 48.1 of the Act states:

A landlord shall compensate a tenant in an amount equal to one month's rent or offer the tenant another rental unit acceptable to the tenant if the landlord gives the tenant a notice of termination of the tenancy under section 48.

16. This requirement by the Landlord to pay compensation to the Tenants is not negated by the Tenants opting for an earlier termination date pursuant to section 48(3).
17. I am satisfied on the evidence before me that the Landlord gave the Tenants a notice of termination under section 48 of the *Residential Tenancies Act, 2006* (the 'Act') and did not pay the Tenants the compensation required by the Act.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$2,593.00. This amount represents:
 - \$40.00 for interest on the last month's rent deposit.
 - \$2,500.00 for the compensation owing.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by March 10, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by March 10, 2026, the Landlord will owe interest. This will be simple interest calculated from March 11, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 27, 2026
Date Issued

Sean Ramage
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.