



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-086640-25

In the matter of: 901, 237 KING ST W
CAMBRIDGE ON N3H5L2

Between: Jennifer Horne Landlord

And

Richard Watkins Former Tenant

Jennifer Horne (the 'Landlord') applied for an order requiring Richard Watkins (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on March 3, 2026.

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 be required to compensate the Landlord pursuant to the terms of this order.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
3. The L10 application, Notice of Hearing, and evidence documents were served on January 26, 2026, by way of email communication.
4. The Former Tenant vacated the rental unit on May 16, 2025.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. The lawful rent was \$2,152.00. It was due on the 15th day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$70.75. This amount is calculated as follows: \$2,152.00 x 12, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.

11. The tenancy ended on May 16, 2025, as a result of the Former Tenant moving out 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 that date.
12. The Landlord claimed arrears for the rental period of February 15, 2025, through to March 14, 2025. The Landlord also testified that the rent deposit was applied to the rental period of April 15, 2025, through to May 14, 2025. The Landlord was not seeking compensation for the period of May 15, 2025, through to May 16, 2025.
13. The Landlord also testified that on or about February 3, 2025, the Landlord informed the Former Tenant of her intention of listing the property for sale. This was a verbal conversation amongst the parties. The Landlord did not serve the Former Tenant with any notice of termination at that time because the property was not sold at that time.
14. The Former Tenant disputed the arrears being claimed by the Landlord. The Former Tenant argued that he vacated the rental unit pursuant to the Landlord's informing him that the property was being listed for sale. The Former Tenant also submitted that the Landlord instructed him to vacate the unit during the conversation on February 3, 2025. The Former Tenant argued that the one month being claimed by the Landlord would be owing to the Former Tenant as compensation for having to move based on the Landlord selling the property.
15. The Landlord tendered email communications dated February 9, 2025, in which the Landlord informs the Former Tenant of their asking price for the rental property in response to the Former Tenant's potential interest in the property. The Landlord also tendered emails dated February 24, 2025, in which the Landlord confirms that the Former Tenant is not required to vacate the rental unit, that the property is being listed and has not been sold, and that the Landlord will serve the Former Tenant a notice of termination, if the property is sold to a purchaser who requires vacant possession for their own personal use and residential occupation. The Landlord also tendered an email communication dated February 26, 2025, in which the Landlord informs the Former Tenant that the unit is going to be active shortly.
16. On March 15, 2025, the Former Tenant informed the Landlord that he would be vacating the rental property on May 17, 2025. The Former Tenant vacated the property on May 16, 2025.
17. The Landlord entered into an agreement of purchase and sale on October 4, 2025, with a closing date of December 1, 2025.
18. The Former Tenant confirmed that he vacated the rental unit on his own accord and that he was not given any notice of termination at the time of vacating the rental unit.
19. Based on the evidence, I am not satisfied that the Former Tenant should be entitled to one month's compensation for termination of the tenancy for purchaser's own use. I say this because the Landlord never served the Former Tenant with a notice to terminate the tenancy. Furthermore, the property was not sold at the time that the Former Tenant elected to vacate the unit, and the Former Tenant was aware that he was under no obligation to do so. The Former Tenant confirmed that his decision to vacate was voluntary but made as a result of the Landlord's decision to sell the property.

20. The legislation does not require a landlord to compensate a tenant simply because they advertise the property for sale. The compensation is only payable after notice of termination is served for a purchaser's own use. In this instance, the property was not sold at the time the Former Tenant elected to vacate and as such the Landlord would be under no obligation to compensate the Former Tenant. Accordingly, I also find that the Former Tenant failed to pay the Landlord \$2,152.00 for the rental period of February 15, 2025, through to March 14, 2025.
21. The rent arrears and daily compensation owing to May 16, 2025, are \$2,152.00.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
23. The Landlord has applied the rent deposit to the rental period of April 15, 2025, through to May 16, 2025.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,152.00, which represents rent and compensation owing up to May 16, 2025.
2. The Former Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$2,338.00.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before March 24, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 25, 2026, at 4.00% annually on the balance outstanding.

March 13, 2026
Date Issued

Ilan Shingait
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 May 16, 2025	\$2,152.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$2,338.00