



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: VM and JG Holdings Inc. v Roach, 2026 ONLTB 20941

Date: 2026-03-12

File Number: LTB-L-038618-24-RV-AM

In the matter of: 4910, 101 CHARLES ST E
TORONTO ON M4Y0A9

Between: VM and JG Holdings Inc. Landlord

And

Jeremy Charles Roach Tenant
Bonnie Yam

Review Order

VM and JG Holdings Inc. and VM and JG Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jeremy Charles Roach and Bonnie Yam (the 'Tenant') because a purchaser required the unit for personal residential occupation. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was resolved by order LTB-L-038618-24, issued on September 19, 2024.

On October 11, 2024, the Landlord requested a review of the order.

The review was heard by videoconference on March 4, 2026.

The Landlord's representative Vladislav Miropolsky and the Tenants attended the hearing.

This amended order is issued to correct a clerical error in the amount of daily compensation and total compensation. The amendments are indicated in bold face.

Reasons:

1. This proceeding arose from an N12 notice the Landlord gave the Tenants to terminate the tenancy effective May 31, 2024. The Tenants did not vacate the unit by that date, and the Landlord applied under section 69 of the *Residential Tenancies Act*, 2006 (RTA) for an order terminating the tenancy and evicting the Tenants.
2. As is normal in an application for termination, the Landlord also applied under section 87(3) of the RTA for an order that the Tenants pay compensation for the use and occupation of the unit after the N12 notice had taken effect.

3. The application was heard on July 31, 2024. The Landlord and Tenant Board (LTB) issued its decision on September 19, 2024. The Member granted the section 69 application, and ordered that the tenancy was terminated. She ordered the Tenants to vacate the unit on or before September 30, 2024.
4. The Member did not grant the section 87(3) application. She held that “The Landlord did not present any evidence in support of their claim for compensation and therefore, the claim for compensation is denied.” She went on to find that the Landlord was holding a rent deposit, and ordered it to return the deposit and interest owing on the deposit.
5. The Landlord requests a review of the Member’s decision on the section 87(3) application.

Review

6. I am satisfied that the Member erred by dismissing the section 87(3) application on the basis that the Landlord had not presented any evidence.
7. In principle, the N12 notice terminated the tenancy effective May 31, 2024. Consequently, starting June 1, 2024, the Tenants no longer owed rent. Instead, they owed daily compensation for the use of the unit from June 1 to the date that they vacated, in an amount equal to the rent they would have owed for that period if the tenancy had not ended. The purpose of section 87(3) is to ensure that a tenant pays for their actual use of a unit, rather than just the rent owing to the termination date in a notice of termination.
8. Termination applications, by their nature, are often heard while a tenant is still in possession. Since it is not yet known what day the tenant will vacate, the LTB’s usually practice is to issue an order setting an amount of daily compensation, and ordering that it be paid to the date the tenant vacates. The order does not set out the total amount owing, which is not yet known.
9. To determine the amount of daily compensation, the only information the Member needed was the amount of monthly rent. That amount - \$2,977.00 – was set out in the Landlord’s application and was unchallenged at the hearing. Hence the Member erred by finding that there was insufficient evidence in support of a claim for compensation. The Landlord was entitled to daily compensation of \$97.87, and the Member should have made an order accordingly.
10. I therefore granted the review, and held a new hearing of the section 87(3) application.

New hearing

11. The only question before me is what amount of compensation is owing under section 87(3). In calculating that amount, section 87(4) provides that I must deduct the rent deposit and any interest owing on the deposit.
12. On March 1, 2021, the Landlord collected a rent deposit of \$2,800.00. It did not pay any interest on the deposit.

13. Interest on rent deposits is due annually, so the Landlord owed interest payments that came due on March 1 2022 (1.2%), March 1 2023 (2.5%), and March 1 2024 (2.5%), for a total of \$173.60.
14. The Landlord says that it used the deposit to pay the rent for May, 2024. I assume that it also used the interest for that purpose. Applying a total of \$2,800.00 + \$173.60 to the rent of \$2,977.00 leaves a shortfall of \$3.40 for May's rent. I take the Landlord to have waived the balance of \$3.40.
15. The Tenants did not dispute that the deposit was used for May, or argue that it should have been used for a different month. Nothing turns on which month the deposit was applied to, and I agree that the best way to calculate the amount owing is to consider the deposit and interest to have been used to pay May's rent.
16. It follows that the Tenants owed daily compensation of **\$97.87** from June 1, 2024 until the date that they vacated the unit.
17. The Tenants say that they moved out of the unit on August 3, 2024. The Landlord agrees that they Tenants told him on August 3 that they had moved out, but he says that they did not return the keys until August 9.
18. Section 87(3) compensation is owing in exchange for the "use and occupation" of a unit. I am satisfied that the Tenants were not using or occupying the unit after August 3, and that they had notified the Landlord of that fact. The Landlord could have used his own key to regain possession at any time after August 3, and did not need to wait for the Tenants to return their keys. Compensation is therefore owed from June 1 through August 3.
19. I recognize that the Tenants already paid for some or all of the period for which compensation is owed. Any payments they made are to be applied against the amount owing. If they have overpaid, then the Landlord is to return the excess to them.
20. I also recognize that that the parties assert various other claims against each other. The Landlord says that the Tenants damaged the unit, and the Tenants say that the Landlord improperly retained a key deposit. None of those issues are before me. The parties would have been free to file applications about them, but at this point the deadlines to do so have long passed. The only order I can make is in respect of compensation for the use of the unit after accounting for the rent deposit and interest.

It is ordered that:

1. Order LTB-L-038618-24, issued on September 19, 2024, is cancelled and replaced by this order.
2. The tenancy is terminated. The Tenants have vacated the rental unit.
3. The Tenants shall pay the Landlord **\$6,263.68**, which represents compensation for the use and occupation of the unit from June 1 through August 3, 2024.
4. Any payments the Tenants have already made for the period from June 1, 2024 onwards shall be applied against the amount owing. If this results in a negative balance, then the Landlord shall pay the balance to the Tenants.

5. The Tenants shall pay the Landlord the amount owing, or the Landlord shall pay the Tenants the amount owing, on or before March 23, 2026. If a party does not pay the amount they owe, they will owe simple interest calculated from March 24, 2026 at 4.00% annually on the balance outstanding.

March 12, 2026
Date Issued

Dale Whitmore
Member, Landlord and Tenant Board

March 16, 2026
Date amended

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