



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: MAPLE LEAF PROPERTY MANAGEMENT v SPINK, 2026 ONLTB 26560

Date: 2026-04-01

File Number: LTB-L-002615-26

In the matter of: 1201, 7 WALMER RD
TORONTO ON M5R2W8

Between: MAPLE LEAF PROPERTY MANAGEMENT Landlord

And

GRANT SPINK Tenant

MAPLE LEAF PROPERTY MANAGEMENT (the 'Landlord') applied for an order requiring GRANT SPINK (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on March 19, 2026.

The Landlord's Legal Representative, Nicole Ruby, and the Tenant attended the hearing.

I have considered all of the evidence presented at the hearing and all of the oral testimony. Although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Determinations:

1. At the hearing, the Tenant disputed the date he vacated the rental unit. While the Landlord submits the Tenant vacated on January 31, 2026, the Tenant maintains that he vacated the rental unit on January 7, 2026.
2. The Tenant is a member of the Canadian Armed Forces. The parties signed a fixed term lease agreement for 8 months for the period from May 3, 2025 to December 31, 2025. The parties do not dispute that around mid-November 2025, the Tenant provided the Landlord a first N9 notice of termination with a termination date of December 31, 2025 after the Tenant was made aware by his Captain that he would be relocated to another city. However, the Landlord did not accept the first N9 notice as it was not served at least 60 days before the end of the fixed term period, per s. 44(4) of the *Residential Tenancies Act, 2006* ('Act'). The Tenant was told by the Landlord that he was liable for the ongoing rent

until he served a notice of termination at least 60 days before the termination date. The parties do not dispute that the Tenant then served a second N9 notice on December 1, 2025 with a termination date of January 31, 2026. The Landlord's Legal Representative confirmed that the Landlord accepted the second N9 notice and seeks the outstanding arrears up to January 31, 2026.

3. Whether or not the Tenant returned the keys to the Landlord on January 7, 2026, is not the issue here. If a tenant elects to terminate a tenancy, and no agreement to terminate the tenancy has been made between the parties, then it must be done in accordance with the Act, otherwise, per s. 88 of the Act, the tenant would be held liable for arrears of rent for the period that ends on the earliest termination date that could have been specified in the notice of termination. In this instance the first N9 notice was served on the Landlord less than 60 days before the termination date, and the Landlord was within their rights not to accept it. The Landlord then accepted the second N9 notice, which was served in accordance with the Act. The Tenant is therefore bound by the termination date in the latter N9 notice regardless of whether or not he vacated the unit prior to the termination date listed in that notice.
4. Consequently, the Tenant is found to have vacated the rental unit on January 31, 2026, per the notice of termination, and was therefore in possession of the rental unit on the date the application was filed.
5. The tenancy therefore terminated on January 31, 2026, and, as a result, the Tenant's obligation to pay rent also ended on that date.
6. The Tenant did not pay the total rent they were required to pay for the period from December 1, 2025 to January 31, 2026.
7. The lawful rent is \$1,925.00. It is due on the 1st day of each month.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears and daily compensation owing to January 31, 2026 are \$3,850.00.
10. The Landlord collected a rent deposit of \$1,925.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy is terminated.
11. Interest on the rent deposit, in the amount of \$30.35 is owing to the Tenant for the period from May 3, 2025 to January 31, 2026.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Tenant requested up to five months to pay the arrears to the Landlord due to his current financial situation. After hearing the details of the Tenant's submissions, the Landlord's Legal Representative was open to delaying the accrual of any post-judgement interest by one month. Taking into account the parties' submissions, particularly the Tenant's financial circumstances and the prejudice to the Landlord by any prolonged delay in payments, I find it reasonable to use my discretion per s. 207(7) of the Act to postpone the accrual of any post-judgement interest by two months.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,080.65. This amount includes rent arrears owing up to January 31, 2026 and the cost of the application minus the rent deposit and interest owing.
2. If the Tenant does not pay the Landlord the full amount owing on or before June 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 2, 2026 at 4.00% annually on the balance outstanding.

April 1, 2026
Date Issued

Fotoula Hatzantonis
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.