



Order under Section 69 Residential Tenancies Act, 2006

Citation: Wells v Comer, 2026 ONLTB 23078

Date: 2026-03-23

File Number: LTB-L-078892-25

In the matter of: 7226 26 HWY GD 0
STAYNER ON L0M1S0

Between: Jon Wells Landlord

And

Chris Comer Tenants
Taura Smith

Jon Wells (the 'Landlord') applied for an order to terminate the tenancy and evict Chris Comer and Taura Smith (the 'Tenants') because the Tenant did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 26, 2026.

The Landlord, the Landlord's Legal Representative Kimberly Teel and the Tenants attended the hearing.

Determinations:

Preliminary Issue: Tenants' Section 82 Issues

1. At the hearing, the Tenants wanted to raise section 82 issues for me to consider related to then rental unit.
2. On December 8, 2025 an interim order was issued with respect to this matter indicating at paragraphs 3 and 4:
 3. At least 10 days prior to the next hearing parties shall serve each other and file with the LTB a copy of all documents, pictures and other evidence they intend to rely on at the hearing.
 4. If a party does not comply with the deadlines for disclosure in paragraph 3, the Member may refuse to accept the evidence or consider the issues not disclosed.
3. The Tenants did not comply with paragraph 3 of the interim order.

4. When the Tenants were asked why they had not complied with the time frame set out in the interim order they were not able to provide a satisfactory explanation for not doing so.
5. As such, I did not hear the Tenants' evidence regarding the issues of compensation that the Tenants believe they are entitled to. However, it should be noted that this does not preclude the Tenants from bringing their own application regarding these issues. They may wish to contact their local legal clinic to get advice in this regard.

L1 Application

When did tenants vacate?

6. The Tenants allege to have vacated the rental unit effective August 6, 2025 prior to the Landlord's N4 Notice of termination.
7. The Tenants stated that they sent a letter to the Landlord to an address that they knew to be his on July 8, 2025 indicating that they would be ending the tenancy effective August 6, 2025.
8. The Tenant Chris Comer further states that on August 6, 2025 he dropped a copy of the letter as well as the keys to the rental unit to an unknown Personal Support Worker at the long-term care facility next door as they knew the Landlord owned this business.
9. The Landlord disputes that he received any notice from the Tenants and did not receive the keys that the Tenants stated they dropped off with a Personal Support Worker at the long-term care facility next door. The Landlord testified that it wasn't until a U-haul was observed in the driveway of the rental unit in late October that Landlord attended the rental unit to find it vacant.

Analysis

10. The Tenants did not dispute that they received the N4 notice of termination although sent after they allegedly vacated the rental unit, additionally the Tenants letter purported to be sent to the Landlord indicates that they would give the keys to the rental unit to either Mike or Lori, but they failed to do so and instead testified they gave the keys to an unknown Personal Support Worker working at the long-term care facility.
11. The evidence of the Landlord that a U-haul was observed in the driveway of the rental unit in late October and that the Landlord attended the unit shortly thereafter to find it vacant is more plausible on a balance of probabilities and I prefer the evidence of the Landlord to that of the Tenants and it is more likely than not that the Tenants vacated the rental unit in late October and were in possession of the rental unit on the dates when the N4 Notice of Termination was served and the Landlord's application was filed.
12. Having found on a balance of probabilities that the Tenants did not vacate the rental unit until after the N4 Notice of Termination was served on them and the filing of the Landlord Application, the Landlord is only entitled to arrears in rent to the date the Landlord learned that the Tenants had vacated the rental unit at the end of October, 2025.

L1 Application

13. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
14. The Tenants were in possession of the rental unit on the date the application was filed.
15. The Tenants vacated the rental unit on October 31, 2025. Rent arrears are calculated up to the date the Tenants vacated the unit
16. The lawful rent is \$2,400.00. It was due on the 1st day of each month.
17. The Tenants have not made any payments since the application was filed.
18. The rent arrears owing to October 31, 2025 are \$12,000.00.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. The Landlord collected a rent deposit of \$2,400.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
21. Interest on the rent deposit, in the amount of \$55.07 is owing to the Tenants for the period from December 1, 2024 to October 31, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of October 31, 2025, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$9,730.93. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before April 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 11, 2026 at 4.00% annually on the balance outstanding.

March 30, 2026
Date Issued

Sean Ramage
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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$12,000.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$55.07
Total amount owing to the Landlord	\$9,730.93