



Order under Section 87 Residential Tenancies Act, 2006

Citation: Simpson v Munroe, 2026 ONLTB 28587

Date: 2026-04-13

File Number: LTB-L-024322-25

In the matter of: basement, 1296 BRACKENWOOD CRES
KINGSTON ON K7P2W2

Between: Andrew Simpson Landlord

And

Sabine Munroe Former Tenants
Cole Cathcart

Andrew Simpson (the 'Landlord') applied for an order requiring Sabine Munroe and Cole Cathcart (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

This application was heard by videoconference on November 4, 2025.

The Landlord, the Landlord's support Lara Deveau and the Tenant Sabine Munroe (the '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 Tenants shall pay to the Landlord \$1,213.13.
2. The Former Tenants vacated the rental unit on January 31, 2025.
3. The lawful rent was \$1,100.00. It was due on the 1st day of each month.
4. The Landlord testified that on October 31, 2024, the Tenant had sent him a text message advising him that the Tenants were submitting a new rental application for December 1, 2024. The Landlord responded that he would try to rent the unit for December 1, 2024 however, if he was unable to that the Tenants would have to pay rent for December and January 2025.
5. On November 13, 2024, the Tenant advised the Landlord that their rental application had been approved and that they plan to move into their new unit by December 1, 2024. The Tenant had advised the Landlord that she would try to find the Landlord another tenant.

6. The Landlord responded that he would advertise the unit for rent for December 1, 2024, and that he was accepting the Tenant's 60-day notice, where the Tenants would be responsible for December and January's rent should the Landlord be unable to re-rent the unit by December 1, 2024. The unit was not re-rented at that time.
7. The Tenant testified that she believes she had given the Landlord 60-days notice when she advised him that on October 31, 2024, that she had applied for a new rental unit.
8. Based on the Monthly rent, the daily rent/compensation is \$36.16. This amount is calculated as follows: \$1,100.00 x 12, divided by 365 days.
9. The Former Tenant have not made any payments since the application was filed.
10. Having considered the evidence of both parties, I find that the Tenant's initial e-mail from October 31, 2024, did not constitute proper notice as required under the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant advised the Landlord that she had applied for a new rental unit however, she had not been approved of same until November 13, 2024.
11. She advised the Landlord on that date that she would be vacating the unit as of the end of November, which she did on November 30, 2024. The unit was never re-rented as agreed upon. There was no agreement by the Landlord to end the tenancy as of November 30, 2024, or December 31, 2024. As such, I am satisfied on a balance of probabilities that the tenancy ended on January 31, 2025, as a result of the Former Tenant giving notice of termination on November 13, 2024. The unit was never re-rented for December 1, 2024, therefore, the Former Tenant's obligation to pay rent ended on January 31, 2025.
12. Section 88(1) of the Act states that if a tenant vacates the unit after giving notice that was not in accordance with the Act, arrears of rent owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with s. 45 of the Act.
13. As such, I am satisfied on a balance of probabilities that the rent arrears and daily compensation owing to January 31, 2025, are \$2,200.00.

Costs, Last Month's Rent Deposit & Interest

14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,100.00 from the Former Tenants and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants is required to pay.
16. Interest on the rent deposit, in the amount of \$72.87 is owing to the Former Tenants for the period from December 1, 2020, to January 31, 2025

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$2,200.00, which represents rent and compensation owing up to January 31, 2025.
2. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$1,172.87 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenants owes the Landlord is \$1,213.13*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenants do not pay the Landlord the full amount owing on or before April 24, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from April 25, 2026, at 4.00% annually on the balance outstanding.

April 13, 2026
Date Issued

Jagger Benham
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 Tenants must pay the Landlord:

Rent and Compensation Owing to January 31, 2025	\$2,200.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,100.00
Less the amount of the interest on the last month's rent deposit	- \$72.87
Total amount owing to the Landlord	\$1,213.13