



**Order under Section 87 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-038800-25

In the matter of: 0509A, 625 FIRST ST
LONDON ON N5V0B6

Between: WCPT FIRST STREET INC. Landlord

And

Patrick McNenly Former Tenant

WCPT FIRST STREET INC. (the 'Landlord') applied for an order requiring Patrick McNenly (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

WCPT FIRST STREET INC. (the 'Landlord') applied for an order requiring Patrick McNenly (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on March 18, 2026.

The Landlord's legal representative, Sara Murtadha and an agent for the Former Tenant, Patrick (Sr) McNenly.

Preliminary:

Former Tenant not in attendance

1. An individual signed in for attendance by the name Patrick McNenly.
2. The individual made submissions and disputed the Landlord's claim for arrears.
3. During the hearing the Landlord entered into evidence the tenancy agreement. The tenancy agreement identified two individuals on the tenancy agreement under the "Tenant(s)" section as follows:

Last name	First name
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- | | |
|--|--|
| <ol style="list-style-type: none"> 1. McNenly [Guarantor], 2. McNenly, | <ol style="list-style-type: none"> Patrick [Guarantor] Patrick |
|--|--|
4. The individual at the hearing had been making submissions as if he were the Former Tenant however upon my questioning of the individual it was discovered that both the Former Tenant and the Former Tenant's father were both named Patrick as indicated on the tenancy agreement.
 5. The Landlord's legal representative was unaware of this.
 6. Patrick (Sr) informed the Board that his son went by the common name Charlie, his middle name.
 7. I informed Patrick (Sr) that I would be unable to proceed unless his son had provided the Board with written authorization for Patrick (Sr) to act as agent.
 8. Patrick (Sr) informed the Board his son was away on reading week.
 9. I offered to stand the matter down to allow the Former Tenant, Charlie (Patrick Jr) to call in and provide the Board authorization for his father to represent.
 10. At approximately 2:22pm, the moderator signed in Charlie (Patrick Jr).
 11. After answering questions regarding the rental unit I was satisfied the person on the phone was the Former Tenant identified as Patrick (Charlie) McNenly. Charlie provided authorization for his father to represent him as agent.
 12. The Landlord's legal representative did not object and the hearing proceeded.

Landlord's legal representative request to amend application

13. The Landlord's legal representative requested to amend the application. A written request was filed with the Board on June 4, 2025 to correct several clerical errors in the application.
14. One of the errors was the last months rent deposit that was omitted in the application and applied to a month's rent payment without adding the interest owed to the Former Tenant.
15. The Board's Rules of Procedures section 15 provides guidelines for members to consider amendments. The amendment must be in writing provided to the opposing party and filed with the Board.
16. Given the Landlord has met the requirements to amend, and the amendment is in favour of the Former Tenant the Landlord's legal representative's request to amend is granted to remove the payment for March 1, 2025 for rent owing of \$900.00 and include the last months rent deposit of \$865.00 collected September 3, 2022 to be applied to the last month rent.

17. The application is amended and reflected in this order.

Determinations:

18. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
19. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing and 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.
20. These documents were served on February 16, 2026 by email.
21. The Former Tenant vacated the rental unit on March 10, 2025.
22. 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 \$900.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$29.59. This amount is calculated as follows: \$900.00 x 12, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.

Arrears of rent

Landlord evidence

11. The Landlord submitted evidence to the Board (DOC-7593518) to support the allegations in the application.
12. The position of the Landlord is the Landlord and Former Tenant entered into a fixed term, three year tenancy agreement commencing on August 28, 2023 and ending on August 27, 2026.
13. The Former Tenant sent the Landlord and N11 notice to end the tenancy on April 28, 2025 however the Landlord did not accept the notice.
14. The Landlord's legal representative stated the Former Tenant vacated the rental unit without proper notice and did not terminate the tenancy in accordance with the *Residential Tenancies Act, 2006* (the "Act").
15. The Landlord is seeking rent arrears for March 2025 in the amount of \$900.00.

Former Tenant evidence

16. The position of the Former Tenant is the Former Tenant has a T2 application filed with the Board. The Former Tenant attempted to resolve both applications prior to the hearing but the parties did not come to a consent to globally resolve the applications.
17. The Former Tenant agent stated the Former Tenant gave the keys back to the Landlord on February 28, 2025 and the Landlord's staff accepted the relinquished rental unit on this day.
18. The Former Tenant submits that the handing of the keys and the Former Tenant vacating the rental unit should end the tenancy and no further arrears of rent are owed.
19. The Former Tenant agent did not dispute that March 2025 lawful rent was not paid but holds the position that the Former Tenant is not legally obligated to pay it.

The Act and Analysis

20. Section 37 of the Act states:

Termination only in accordance with Act

37 (1) A tenancy may be terminated only in accordance with this Act. 2006, c. 17, s. 37 (1).

Termination by notice

(2) If a notice of termination is given in accordance with this Act and the tenant vacates the rental unit in accordance with the notice, the tenancy is terminated on the termination date set out in the notice. 2006, c. 17, s. 37 (2).

Termination by agreement

(3) A notice of termination need not be given if a landlord and a tenant have agreed to terminate a tenancy. 2006, c. 17, s. 37 (3).

21. The position of the Former Tenant is the Landlord's staff accepted keys and gave verbal confirmation for termination of the tenancy on February 28, 2026.
22. In my view the Former Tenant has led with insufficient evidence to support the claim that the Landlord accepted the Former Tenant's keys on February 28, 2025 as the termination date of the tenancy.
23. I prefer the evidence of the Landlord specifically the tenancy agreement indicating the fixed term had not ended.

24. I am not persuaded that the Landlord's failure to respond to respond to the N11 notice constitutes acquiescence.
25. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application for arrears of rent in the amount of \$900.00 for the month of March 2025.

Compensation substantial interference

15. The Landlord makes a claim for substantial interference in the amount of \$1,018.36 for compensation for the period the rental unit was unoccupied after the Former Tenant abandoned the rental unit.
16. Typically, a claim like this is made under Reason 1 of the L10 application for arrears of rent pursuant to section 88 of the Act that states:

Arrears of rent when tenant abandons or vacates without notice

88 (1) If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

1. If the tenant vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are 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 section 47, 96 or 145, as the case may be.

2. If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be. 2006, c. 17, s. 88 (1).

17. The remedy for making a claim under Reason 5 of the L10 application states that a Landlord may request an order from the Board, ordering that, "The Former Tenant must pay the reasonable out-of-pocket expenses I have incurred as a result of this conduct."
18. Since rent arrears owing under section 88 are not considered out-of-pocket expenses typically a landlord would make this claim under Reason 1 of the L10 application.
19. The Landlord's legal representative stated that she has made this claim under this Reason on many appearances for an L10 application.

20. The Former Tenant was not aware of the difference in claim however understood the basis for the claim that the Landlord was filing for additional arrears of rent due to improper notice.
21. Section 212 of the Act allows for clerical errors on documents to be admissible if the "...error does not significantly prejudice a party's ability to participate in a proceeding."
22. In my view the Former Tenant agent understood the claim the Landlord was making, although it is noted the Former Tenant agent was disputing the basis for the claim holding the position the Landlord was not entitled to additional rent.
23. With the totality of the evidence and submissions before me I find it appropriate to allow the Landlord to file the claim for additional arrears under Reason 5. I find it reasonable that the Former Tenant was aware of the claim and there is not amendment to the amount to prejudice the Former Tenant.

Landlord's obligation to minimize

24. The Landlord's legal representative stated the Landlord attempted to re-rent the rental unit through advertising campaigns. The Landlord is a large landlord and runs continuous advertising campaigns to fill vacant rental units.
25. The Landlord's legal representative stated the Landlord was able to secure new tenants for the rental unit quickly through advertising and a new tenancy agreement was commenced on May 3, 2025 for new tenants to take possession.
26. The Landlord is seeking rent arrears owing under section 88 up to May 2, 2025, the last day the rental unit was vacant as a result of the Former Tenant abandoning the rental unit.
27. The Former Tenant agent objected to the Landlord's request and restated the Former Tenant's position the keys were provided to the Landlord's staff February 28, 2025.
28. In my view and with my knowledge of similar like cases the Landlord has taken appropriate steps to attempt to re-rent the rental unit pursuant to section 16 of the Act and given the short notice of the Former Tenant abandoning the rental unit the Landlord has re-rented the rental unit in what I consider to be a reasonable time.
29. Given all the above, I find the tenancy was not lawfully terminated in accordance with a notice of termination or on agreement by the Landlord to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on May 2, 2025 and the the Landlord's request for arrears of rent pursuant to section 88 is granted. The Former Tenant owes the Landlord \$959.16 for the period from April 1, 2025 to May 2, 2025.
30. 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 \$865.00 from the Former Tenant 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 Tenant is required to pay.
21. Interest on the rent deposit, in the amount of \$57.31 is owing to the Former Tenant for the period from September 3, 2022 to May 2, 2025.
22. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$900.00, which represents rent and compensation owing for the period of March 1, 2025 to March 31, 2025.
2. The Former Tenant shall also pay to the Landlord \$959.16 as a result of the substantial interference for the arrears of rent due to the Former Tenant abandoning the rental unit for the period from April 1, 2025 to May 2, 2025.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$959.92 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.
5. The total amount the Former Tenant owes the Landlord is \$1,085.24*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before April 28, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 29, 2026 at 4.00% annually on the balance outstanding.

April 17, 2026
Date Issued

Greg Brocanier
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 2, 2025	\$900.00
Substantial Interference Costs	\$959.16
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$900.00
Less the amount of the interest on the last month's rent deposit	- \$59.92
Total amount owing to the Landlord	\$1,085.24