



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

File Number: LTB-L-086838-25

In the matter of: 2, 55 CAYUGA ST
Branford ON N3S1W7

Between: Adam Cameron Landlord
Jack Bernstein

And

Tanya (Cissy) McGlade Former Tenant
Leah Roake

Adam Cameron and Jack Bernstein (the 'Landlord') applied for an order requiring Tanya (Cissy) McGlade and Leah Roake (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on March 30, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. On March 19, 2026, the Landlord uploaded to the Tribunals Ontario Portal an "Amended-L10 Update Sheet" which indicated they were seeking total arrears of \$5,608.42 and a \$2100.00 for a realtors fee.
2. The original L10 filed by the Landlord claimed \$2140.00 for arrears. The L10 was originally filed October 23, 2025, and I recognise that the increased arrears sought represents the outcome of the Landlord's attempt to mitigate after the Tenant vacated.
3. However, the original L10 did not claim compensation for a realtor's fee, and while the Landlord may be entitled to claim this fee on the basis of substantial interference, it is my view that adding this compensation as substantial interfere amounts to an amendment of the Application. Accordingly, as this is an L10 I would expect the request to amend to comply not only with Rule 15 of the Board's rules of procedure, but also for the amended L10 to be served on the Tenant at least 30 days prior to the hearing date.
4. As the Landlord has not served this request to amend on the Tenant a least 30 days prior to the hearing date, I am not prepared to amend the Application to reflect the \$2140.00 realtor fee sought by the Landlord.

5. Therefore, I am satisfied that it is appropriate to amend the L10 to include the increased arrears sought, however I am not prepared to amend to include the realtor's fee.

The L10

6. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenant shall pay to the Landlord \$3,632.5.
7. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
8. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing 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.
9. These documents were served on January 15, 2026, by email.
10. The Former Tenant vacated the rental unit on October 1, 2025.
11. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

8. The lawful rent was \$2,140.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$70.36. This amount is calculated as follows: \$2,140.00 x 12, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The Former Tenant is no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on February 26, 2026.
12. The Tenant's moved into the rental on March 1, 2025, and signed a one year lease agreement which was set to end on March 1, 2026.
13. The Landlord's Legal Representative testified that the Tenant's vacated the rental unit on October 1, 2025, on the basis that the Landlord had not responded to maintenance concerns. The Landlord's Legal Representative relied on an email from the Tenant's dated October 1, 2025, indicating that they had moved out and placed the keys in the lockbox.
14. The Landlord therefore seeks arrears to February 28, 2026. The Landlord's Legal Representative testified that the Landlord listed the rental unit within two days however they were unable to secure a new Tenant in November, Accordingly the Landlord reduced the rent by \$40.00 and were able to secure a new Tenant effective December 15, 2025, at \$2100.00 per month. The Landlord therefore seeks:

- \$2140.00 for October 2025
- \$2140.00 for November 2025
- \$1248.42 for December 2025
- \$40.00 for January 2026
- \$40.00 for February 2026.

15. With respect to the maintenance concerns the Landlord's Legal Representative indicated that the Tenant Landlord and Tenant had reached an agreement during the tenancy about the maintenance issues and the Landlord paid the Tenant \$1000.00. However, the parties never agreed to terminate the tenancy.
16. The Tenant testified that Tanya (Cissy) McGlade testified that they vacated because of mold, she testified that they moved in March 1 2025, and discovered mold in the closet and building materials left behind in the unit. She also discovered mold above a window which was leaking and testified that it took a month to repair. She also testified to mold in the Tenant Leah Roake's room and wasps in the rental unit. She testified that every month there was something and both Tenant's had health issues and decided to vacate for health reasons.
17. The Tenant Leah Roake testified that she had severe health issue and had to have a GI and a scope and to change her inhaler while living in the rental unit and testified that her symptoms improved after vacating.

18. Section 88 of the Act States:

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).

19. In this case the Tenant's vacated the rental unit prior to the end of the fixed term lease without providing notice in accordance with the Act. The earliest termination date that the Tenant's could specified would have been February 28. 2026. Therefore, I am satisfied that rent is owing to this date.

20. However, the Landlord has a duty to mitigate their losses, and I am satisfied that the Landlord has successfully mitigated by securing a new Tenant from December 15, 2025. However, this new tenancy agreement was for \$40.00 less per month and I find that the Landlord is entitled to the difference.
21. While I am sympathetic to the maintenance concerns expressed by the Tenant, I note that they have not raised them under Section 82 of the Act for an abatement of rent, and while I am prepared to accept that there were maintenance issues within the rental unit I am not satisfied that the Tenant has demonstrated that it was reasonable for them to terminate the tenancy October 1, 2025.
22. Therefore, I am satisfied that the arrears and daily compensation owing to February 26, 2026 are as follows:
- \$2140.00 for October 2025
 - \$2140.00 for November 2025
 - \$1248.42 for December 2025
 - \$40.00 for January 2026
 - \$40.00 for February 2026.
23. The rent arrears and daily compensation owing to February 26, 2026 are \$5,608.42.
24. 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 \$2,140.00 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.
16. Interest on the rent deposit, in the amount of \$21.92 is owing to the Former Tenant for the period from September 2, 2025 to February 26, 2026
17. The Tenant sought a delay of 4-6 months to pay any arrears owing. The Tenant Roake works full time and earns \$2600.00 per month after taxes, and the Tenant Tanya (Cissy) McGlade is currently working but has an income of \$4000.00 per month.
18. While the Tenant's are seeking a delay of 4-6 months they appear to have a robust income, and I am not satisfied that they have demonstrated that a delay of 4-6 months is appropriate. However, I shall issue a short delay to May 31, 2026 to allow the Tenant's time settle the arrears with in the manner that is least disruptive to their current finances.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$5,608.42, which represents rent and compensation owing up to February 28, 2026.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

3. The Landlord owes \$2,161.92 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.
4. The total amount the Former Tenant owes the Landlord is \$3,632.5*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

April 30, 2026
Date Issued

Reid Jackson
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 February 28, 2026	\$5,608.42
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,140.00
Less the amount of the interest on the last month's rent deposit	- \$21.92
Total amount owing to the Landlord	\$3,632.5