



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-072565-25

In the matter of: Unit 2, 174 WILLIAM ST
BRANTFORD ON N3T3L5

Between: Nez Consulting Services Inc. Landlord
Kernesha Baird

And

Claudette Sheriff Tenant
Tameika Lennox

Nez Consulting Services Inc. and Kernesha Baird (the 'Landlord') applied for an order to terminate the tenancy and evict Claudette Sheriff and Tameika Lennox (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 12, 2026.

The Landlord, Kernesha Baird the Landlord's legal representative, Vidy Matadeen, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on October 31, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$1,750.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to October 31, 2025 are \$5,250.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Tenant filed a section 82 issues form raising several concerns: the Landlord's alleged refusal to produce a finalized written lease, the installation of surveillance cameras without notice or consent, an alleged retaliatory termination of the tenancy, the issuance of the N4 notice underlying this application, the issuance of an N12 notice for which compensation had not been paid, and delays in repairs to the refrigerator, air conditioning, and heating.
9. With the exception of the N12 compensation claim, for which the Tenant identified a specific monetary remedy of one month's rent, the section 82 issues form did not articulate the monetary remedies sought with sufficient particularity to put the Landlord on notice of the case to be met. This matter had previously been adjourned, and the Tenant had a meaningful opportunity to complete the section 82 issues form with the necessary detail. In the circumstances, no further adjournment was reasonable, and the only issue raised under section 82 that I allowed to be heard was the N12 compensation claim.
10. It was not disputed that the Landlord gave the Tenant an N12 notice in August 2025 with a termination date of October 31, 2025, that the basis for the notice was a purchaser's intended occupation, that the Tenant vacated on October 31, 2025, and that the Landlord paid no compensation to the Tenant and offered no alternative rental unit. The Landlord's legal representative initially submitted that compensation was not owing because the Tenant vacated in response to the N4 notice rather than the N12 notice, and because the sale of the property did not close. The Landlord's legal representative ultimately acknowledged that the compensation requirement is a statutory obligation.
11. Section 48.1 of the *Residential Tenancies Act, 2006* (the 'Act') requires a landlord who gives a tenant a notice of termination under section 48 to compensate the tenant in an amount equal to one month's rent, or to offer the tenant another rental unit acceptable to the tenant. The obligation arises on the giving of the notice. It is not contingent on the tenant vacating in reliance on the N12 notice, and it is not contingent on the underlying agreement of purchase and sale closing. The Landlord gave the Tenant an N12 notice and neither paid the compensation required by section 48.1 nor offered the Tenant another rental unit. The Tenant is therefore entitled to compensation in the amount of \$1,750.00, equal to one month's rent.
12. The Tenant is entitled to a rebate of \$1,750.00. This amount represents the compensation owing to the Tenant under section 48.1 of the Act in respect of the N12 notice. It will be deducted from the amount owing to the Landlord.
13. The Landlord collected a rent deposit of \$1,750.00 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 terminated.
14. Interest on the rent deposit, in the amount of \$32.72 is owing to the Tenant for the period from February 1, 2025 to October 31, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 31, 2025, the date the Tenant moved out of the rental unit.

2. The Tenant shall pay to the Landlord \$1,903.28. This amount includes rent arrears owing up to the date the Tenant 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 and the rent abatement/rebate awarded to the Tenant is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before May 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 23, 2026 at 4.00% annually on the balance outstanding.

May 11, 2026
Date Issued

Colin Elsby
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	\$5,250.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,750.00
Less the amount of the interest on the last month's rent deposit	- \$32.72
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$1,750.00
Total amount owing to the Landlord	\$1,903.28