



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: DREWLO HOLDINGS INC. v KYLE, 2026 ONLTB 41766

Date: 2026-05-25

File Number: LTB-L-007987-26-RV

In the matter of: 906, 700 CHIEFTAIN ST
WOODSTOCK ON N4T1S2

Between: DREWLO HOLDINGS INC. Landlord

And

LISA KYLE Tenant

Review Order

DREWLO HOLDINGS INC. (the 'Landlord') applied for an order requiring LISA KYLE (the 'Tenant') to pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was resolved by order LTB-L-007987-26 issued on April 23, 2026.

On May 22, 2026, the Representative requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. The Landlord submits that the order contains a serious error by finding the Landlord had an obligation to advertise the rental unit in order to minimize their losses after receiving an N9 Notice of Termination that purported to terminate the tenancy on a date prior to the end of a fixed term lease, and before the Tenant vacated the rental unit.
2. The Landlord submits this constitutes a serious error as:
 - a. It is unreasonable to find that the Landlord had an obligation to minimize losses on the basis of service of an invalid N9 Notice of Termination;
 - b. The order contains a serious error by inferring the Landlord ought to have accepted the N9 Notice of Termination or incurred further costs to file an L3 application to enforce the invalid N9 Notice of Termination;

- c. The order misapplies section 88 of the *Residential Tenancies Act* (the “Act”);
 - d. The order misapplies section 44 of the Act; and
 - e. The order misapprehends the fact that the Landlord filed an L9 application rather than an L1 application and made unreasonable determinations on that basis.
3. The order sets out detailed reasons for the determinations made by the Member in relation to the obligations of the Landlord to minimize their losses. Specifically, the order determines at paragraph 12 that:

“The Landlord’s documentary evidence shows that the Landlord told the Tenant, on November 26, 2025, that they were not accepting her early termination, and they told her she was responsible for the rent to August 31, 2026, and she could find someone to whom she could assign her lease. The documentation shows that the Landlord insisted on the Tenant paying rent for January 2026. The documentation also shows that the Tenant never wavered from her N9 notice, and insisted, as of January 24, 2026, that she was planning to vacate in accordance with her notice. Although the Landlord was not incorrect in their statements to the Tenant about the Tenant’s legal obligations, they also wasted almost three months of time when they could have been advertising or showing the unit for re-rental. Instead, they chose to stand on their rights, and they did not advertise nor show the unit until after the Tenant had vacated, thereby failing to fully mitigate their loss and delaying the date when the unit could be re-rented. Although the Landlord’s evidence was that they could not be sure the Tenant would leave when she said she was going to leave, the Landlord had a number of options, including the option of obtaining an ex parte eviction order from the Board based on the N9 notice of termination, to ensure that the Tenant would leave on the date she had informed the Landlord. The fact that the Tenant never wavered in the date she planned to depart, as well as the fact that the Landlord filed an L9 application rather than an L1 application, proves, on a balance of probabilities, that both parties were fairly confident that the Tenant was going to vacate by the end of January 2026.”

4. The Member identifies that the Landlord had notice from the Tenant that they intended to breach the tenancy agreement and determines that this triggered the Landlord’s obligations to take steps to mitigate those losses pursuant to section 16 of the Act. The order establishes a reasonable basis for those determinations. Reasonable determinations will not be interfered with on review.
5. Despite the Landlord’s submissions, I do not find that the order makes a finding that the Landlord ought to have accepted the Tenant’s N9 Notice of Termination or filed an L3 application. A review of the order shows that the Member determined that the service of this notice was sufficient to trigger the Landlord’s obligation to minimize their losses given the Tenant’s notice that they intended to breach the tenancy agreement. The order addresses the Landlord’s concerns that if they in fact succeeded in minimizing their losses by re-renting the unit, but were concerned the Tenant would not vacate as they indicated, the Landlord could then apply to enforce the N9 Notice of Termination through

an L3 application. I find there is a reasonable basis established in the order for this determination, and it does not constitute a serious error.

6. The Landlord submits that the order misapplied sections 44 and 88 of the Act by imposing an obligation for the Landlord to rely on the January 31, 2026 termination date in the N9 Notice of termination in contradiction to sections 44 and 88 of the Act, and thereby imposes an obligation on the Landlord to disregard their statutory rights.
7. I see no basis for these submissions. The order does not find that the tenancy was terminated on an earlier date pursuant to the N9 Notice of Termination, nor does it determine the date the Landlord would be entitled to receive rent is earlier than the end of the term of the fixed term tenancy. It determines instead that the Landlord failed to take reasonable steps to minimize their losses as required by section 16 of the Act, and therefore the period of rent they are entitled to recover is reduced.
8. The LTB will not exercise its discretion to review an order relative to a Member's interpretation of the Act unless the interpretation conflicts with binding case law, or is clearly wrong and unreasonable: *LTB Interpretation Guideline 8: Review of an Order*. I find this interpretation of the Act is not clearly wrong or unreasonable.
9. Despite the submissions of the Landlord, I find the order does not determine that the Landlord filing an L9 application rather than an L1 application constitutes acceptance of the Tenant's N9 Notice of Termination. Rather, the order finds that the fact that the Landlord applied under an L9 application rather than an L1 application is probative to the Member's determination that the Landlord was fairly confident the Tenant would in fact vacate at the end of January. This is a reasonable determination on a finding of fact, and is entitled to considerable deference.
10. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order.

It is ordered that:

1. The request to review order LTB-L-007987-26 issued on April 23, 2026 is denied. The order is confirmed and remains unchanged.

May 25, 2026
Date Issued

Benjamin Seigel
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.