



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: 1912802 ONTARIO INC. v Jardine, 2026 ONLTB 35625

Date: 2026-06-02

File Number: LTB-L-096093-24

In the matter of: 362 CAMPBELL AVE
WINDSOR ON N9B2H3

Between: 1912802 Ontario Inc. Landlord

And

Rebecca Jardine Tenants
Samuelle Simard-Provencal
Alysha Riquier

1912802 Ontario Inc. (the 'Landlord') applied for an order requiring Rebecca Jardine, Samuelle Simard-Provencal and Alysha Riquier (the 'Tenants') to pay the rent that the Tenants owes.

This application was heard by videoconference on January 28, 2026.

The Landlord's agent, Caroline Chevalier, and the Tenants attended the hearing.

Determinations:

1. The Tenants vacated the rental unit on December 1, 2024. The Tenants were in possession of the rental unit on the date the application was filed.

Termination of the tenancy

2. The tenancy ended on December 1, 2024 as a result of the Tenants moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Tenants' obligation to pay rent also ended on that date.
3. On August 28, 2024, the Tenants gave the Landlord an N9 notice to end the tenancy on November 30, 2024. The notice was received by an agent of the Landlord who advised the Landlord that it had been received. When the N9 was received, the Landlord advised

the Tenants that the lease had automatically renewed for another 12-month term, and they did not consent to an early termination of the lease.

4. Section 38(1) of the Residential Tenancies Act, 2006, (the 'Act'), states:

If a tenancy agreement for a fixed term ends and has not been renewed or terminated, the landlord and tenant shall be deemed to have renewed it as a monthly tenancy agreement containing the same terms and conditions that are in the expired agreement and subject to any increases in rent charged in accordance with this Act.

5. The lease agreement signed by the parties contains a clause that states:

If any tenant fails to advise the landlord in writing 60 days prior to the end of this lease term or any subsequent lease term that they will be vacating the premises by the end of the lease term then the tenants agree that this and any subsequent lease will automatically renew for a 12-month period with all of the clauses, terms, and conditions in this lease remaining the same, but for the rent which may be increased.

6. The initial lease was for a 12-month term beginning September 1, 2022 and ending August 31, 2023. The Landlord submits that the Tenants did not give notice to end the tenancy in accordance with the lease terms, and they are therefore liable for rent until a new tenancy began on May 1, 2025.
7. The Landlord submitted several cases in support of their position. While the cases did result in findings that renewal clauses such as the one in this lease could be enforceable, they are all Board cases and as such are not binding on me. With respect to my colleagues who made these decisions, in my view a different analysis is appropriate for the context of this case. In my view parties may, in theory, agree to an automatic renewal clause in a lease, however, such an agreement cannot be made as a way to avoid the security of tenure provisions afforded by Section 38(1) of the Act. I find that these conditions have not been met in this case.
8. Section 202(1) of the Act states that the Board shall ascertain the real substance of all transactions and activities. It is well established that the Act should be interpreted with a tenant protective focus. With that in mind, a clause that attempts to evade an otherwise tenant protective section of the Act cannot be enforced.
9. In this case the Landlord says that the Tenants are educated professionals, who had the opportunity to negotiate the terms of the lease, and exercised that opportunity to seek clarity on other points of concern within the lease prior to signing. This rental unit is often occupied by students at a local university, and the Landlord says the students benefit from a 12-month renewal because it provides security of tenure until the end of the academic year.

10. While the Landlord says the parties specifically discussed the automatic renewal clause, the Tenants deny this. There was no written communication about the clause and no specific initial or signature associated with the clause. The Landlord's agent says that they only do automatic renewal leases; if potential tenants do not agree with the automatic renewal, then they go somewhere else.
11. The Tenants recall being aware of the renewal clause in the lease but did not feel it gave them any additional protections and were not concerned with a specific end date because their programs didn't have set graduation dates. The Tenants say they were faced with limited housing choices and thought they move out of the unit at the end of a 12-month term if necessary in the future, however after signing they became aware that the clause was unenforceable.
12. In this case I am not satisfied that the automatic renewal clause was freely negotiated between the parties and was beneficial to the Tenants. The combined statements of the Landlord's agent that they only signed automatic renewal leases, and the Tenants that there were limited housing options, do not support a finding that the Tenants had equal bargaining power with regard to this clause. While some tenants come to new leases with significant concerns about no-fault terminations such as N12 and N13 based applications and may seek a renewal clause, there is not evidence to suggest that was the case here. After considering all of the circumstances of this case, I find it more likely in this case that the automatic renewal clause was a default term required by the Landlord and was not a freely negotiated agreement between the parties. As such, it is not enforceable.

Calculations

13. The Tenants did not pay the total rent they were required to pay for the period from November 1, 2024 to December 1, 2024, however the balance outstanding is less than the amount owing to the Tenants by the Landlord.
14. The lawful rent is \$1,845.00. It is due on the 1st day of each month.
15. The Tenants have not made any payments since the application was filed.
16. The rent arrears and daily compensation owing to December 1, 2024 are \$1,905.66.
17. The Landlord collected a rent deposit of \$1,800.00 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.
18. Interest on the rent deposit, in the amount of \$104.30 is owing to the Tenant for the period from August 8, 2022 to December 1, 2024.
19. The Landlord did not return a \$200.00 key deposit as required when the keys were returned. This amount shall be paid to the Tenants.
20. The Landlord incurred costs of \$186.00 for filing the application. As they were not successful in their application, they are not entitled to reimbursement of those costs.

It is ordered that:

1. The Landlord shall pay to the Tenants \$198.64. The Tenants owes the Landlord rent arrears owing up to December 1, 2024 and the cost of the application. The amount of rent deposit and interest the Landlord owes on the rent deposit and the rent abatement/rebate awarded to the Tenants exceeds the amount owing by the Tenants.
2. If the Landlord does not pay the Tenants the full amount owing on or before June 13, 2026, the Landlord will start to owe interest. This will be simple interest calculated from June 14, 2026 at 4.00% annually on the balance outstanding.

June 2, 2026

Date Issued

Dawn Carr

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	\$1,905.66
Application Filing Fee	\$0.00
Less the amount of the last month's rent deposit	- \$1,800.00
Less the amount of the interest on the last month's rent deposit	- \$104.30
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$200.00
Total amount owing to the Landlord	\$(198.64)