



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-002583-26

In the matter of: 62 DEVERILL CRES
AJAX ON L1T1S6

Between: Kesha-Denise Humes Tenant
Lynette Humes

And

Ryan Henry Landlord

Kesha-Denise Humes and Lynette Humes (the 'Tenants') applied for an order determining that Ryan Henry (the 'Landlord') collected or retained money illegally.

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

Only the Tenant, Kesha-Denise Humes, attended the hearing.

At references to Tenant in the singular in this order refer to only Kesha-Denise Humes.

As of 9:45 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenants evidence.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Interest on rent deposit owing

2. At the commencement of the hearing the Tenant advised that the Tenants were no longer proceeding on their claim that the Landlord failed to pay interest on their last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act').
3. At the request of the Tenant this portion of the Tenants' application is withdrawn.

Compensation for N12 Notice owing

4. The Tenant testified that on September 30, 2025 the Landlord served the Tenants with an N12 notice of termination under section 48 of the Act with a termination date of November 30, 2025.
5. The Tenant indicates that the Landlord did not pay the Tenants the compensation required by the Act.
6. On November 16, 2025, the Landlord advised the Tenants that he wished to rescind and cancel his N12 notice of termination as he no longer required the rental unit for personal use.
7. Notwithstanding the Landlord advised the Tenants that he wished to cancel the N12, the Tenants proceeded to look for and secured alternative housing, entering into a new tenancy agreement on or about December 7, 2025.
8. The Tenants proceeded to serve an N9 Notice to end tenancy on the Landlord on December 12, 2025 with a termination date of January 1, 2026.
9. The Tenants vacated the rental unit on January 1, 2026 and moved into their new rental unit.

Analysis

10. Pursuant to section 55.1 of the Act:

55.1 If the landlord is required to compensate a tenant under section 48.1, 49.1, 52, 54 or 55, the landlord shall compensate the tenant no later than on the termination date specified in the notice of termination of the tenancy given by the landlord under section 48, 49 or 50.

11. The Landlord advised the Tenants prior to the termination date of November 30, 2026 as contained in the N12 notice of termination, that he wished to cancel his notice of termination.
12. I am satisfied on a balance of probabilities that the Landlord cancelled or attempted to cancel the N12 notice of termination on November 16, 2025 prior to the termination date contained in the notice.
13. Any steps taken by the Tenants to end the tenancy by serving an N9 notice of termination and securing alternative housing by entering into a new tenancy agreement were taken after the cancelation of the N12 notice of termination. At that point, the Tenants were aware that they no longer had to leave and chose to do so anyway. I find that any cost associated with their choice to leave should not have to be paid by the Landlord.
14. In the circumstances the Tenants are not entitled to receive compensation from the Landlord and the Tenants' application shall be dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

June 16, 2026
Date Issued

Sean Ramage
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.