



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-031795-23

In the matter of: 3, 4 COURT TERRACE
BROCKVILLE ON K6V4T4

Between: 229 Des Peres Blanc Corp. Landlord

And

Deborah Robin Lawrence Former Tenant

229 Des Peres Blanc Corp. (the 'Landlord') applied for an order requiring Deborah Robin Lawrence (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on March 25, 2026 and May 29, 2026.

The Landlord's agent Michael Clancy, the Tenant and the Tenant's representative James Moak attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay to the Landlord \$5,031.12.
2. 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.
3. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. The lawful rent was \$1,395.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$45.86. This amount is calculated as follows: \$1,395.00 x 12, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The parties signed a one-year lease agreement commencing June 1, 2022. The Former Tenant vacated the rental unit in January 2023 and no rent was paid from January 1 2023 through to May 31, 2023. As noted below, 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 May 31, 2023.

Fundamental Breach

12. The Tenant, Deborah Robin Lawrence (DL) signed a one-year lease for the rental unit on May 30, 2022 (the "Lease") after only seeing the rental unit "online". Although DL had not personally visited the rental unit before signing the Lease, DL indicated she had "no place else to go".
13. DL took possession of the rental unit on June 1, 2022 and described the state of the property as being "depressing", "horrific", "tiny", "dirty" and "scary". The Tenant testified as to purported maintenance and layout issues and produced various pictures.
14. The Tenant stated there were no closets or even an actual bedroom. The Tenant also noted kitchen and bathroom were tiny, the floors/walls/ceilings were filthy, the stairs were "spungy". there were access issues with the balcony, and that building doors did not securely lock.
15. Notwithstanding the purported condition of the rental unit, the Tenant did not raise any maintenance or other issues with the Landlord until approximately 4 months after move-in when the Tenant's sought to prematurely end the tenancy, stating in a letter to the Landlord's agent on September 3, 2022:

I had to sign the lease before seeing the apartment and even though I was quite shocked at the size I decided to just make the best of it. I repainted every surface including ceilings that were quite dirty and retiled (peel and stick) the kitchen floor that was also in disrepair, and put up new shelving etc....

As time went on it has been depressing...to be in such a tiny space, I can barely get dressed, I have no laundry, I cant cook anything in the tiny kitchen, I can't have friends over. This is a place for someone much younger or retired...

...I need to give you my 2 month notice and I hope this will be acceptable to you."

16. The Landlord's September 15, 2023 response denied the Tenant's request to end the tenancy before the end of term, stating:

Your purported two month notice would result in you vacating the premises November 30...That would put me in a very difficult spot as it will be difficult to rent the unit or the Winter Months. I simply can't agree to the amendment of lease to end Nov 20. You will need to honour the balance of the original one year term"

17. The Tenant did not respond to the Landlord's denial and rent continued to be paid until December 31, 2022 - which was one month after the Tenant's initial requested November 30, termination date.

18. At issue, initially, is whether the Landlord fundamentally/substantially breached their obligations under the Act or Lease and consequently, frustrated the real purpose of the contract in question.
19. Section 17 of the *Residential Tenancies Act*, 2006 (the “Act”), in this regard, provides that “... *the common law rules respecting the effect of a serious, substantial, or fundamental breach of a material covenant by one party to a contract on the obligation to perform of the other party apply with respect to tenancy agreements*”.
20. Here, it is clear the Tenant did not like the rental unit. While the Tenant offered various reasons for seeking to terminate the tenancy early, the Tenant’s lack of satisfaction appears to have been predominantly motivated by the rental unit size and layout. Unfortunately, the Tenant admittedly chose to sign the Lease despite having never visited the rental unit beforehand. In the event that such due diligence was undertaken, the Tenant may have chosen other accommodations.
21. The Landlord denied breaching the Landlord’s maintenance obligations under the Act. Regardless, I do not find that the alleged breaches, individually or cumulatively, rise to the point of constituting a fundamental or substantial breach of the Landlord’s maintenance obligations. Upon taking possession of the rental unit, there was no maintenance requests sent to the Landlord, nor was there any mention of the condition of the rental unit until the Tenant sought to end the lease early. At the hearing, there was also no evidence of the rental unit being found to be unfit for human habitation by an independent authority or enforcement agency. In the circumstances, I do not find the alleged breaches rise to a level of severity that would entitle the Tenant to premature end the tenancy.

Mitigation of damages

22. The Tenant initially advised the Landlord in September 2022 that she sought to end the lease early and on November 30, 2022. When the Landlord clearly refused this request, there was no further request or communication with the Landlord until December 2022. In fact, the Tenant continued to pay rent up until December 31, 2022, suggesting the Tenant had revoked the initial notice to terminate the tenancy for November 30, 2022.
23. While at the hearing the Tenant initially testified she vacated the rental unit September 2022, the parties’ correspondence suggests the move-out date was much later. The Tenant’s email from October 28, 2022 to the Landlord stated “*I have not moved out yet.*”. Later, the Tenant’s then legal representative formally advised the Landlord by letter dated December 16, 2022 that the Tenant would vacate the rental unit on or before January 31, 2023, stating “*Ms. Lawrence has paid for December’s rent, and she would like to use her last months rent deposit to cover January’s rent and she would vacate on or before January 31, 2023*” [emphasis added]
24. Although the Landlord attempted to immediately reach out to the Tenant’s then legal representative, the parties only connected on January 3, 2023 at which point, the Landlord testified it was made clear the Tenant would be vacating earlier, on January 3, 2023.
25. Upon becoming aware of the Tenant’s unilateral breach of the Lease on January 3, 2023, the Landlord had a duty to take reasonable steps to minimize their losses under [Section 16](#) of the [Act](#).

26. The Landlord immediately relisted the rental unit on Kijiji – the Landlord’s chosen platform for online rental listings. Furthermore, the Landlord placed 2 signs outside the residential complex seeking to re-lease the rental unit. The Landlord produced an itemized chart showing online inquiries made regarding the rental unit, however MC testified that many of the inquiries were not serious in nature.
27. Despite the Landlord’s efforts to show the property, the property was only re-leased for July 1, 2026 at a rental amount (\$1265) which was lower than the rental amount paid by the Tenant. Of note, the Landlord initially sought to lease the rental unit at \$1495 (with a \$150/month rental discount for 4 months), however, this amount was subsequently lowered to \$1345 and then \$1265/month. The initial higher rental amount was sought notwithstanding the Landlord insistence – both at the hearing and communications with the Tenant - that finding a tenant during the winter months would be far more challenging. I find the Former Tenant shall receive a ½ month credit of \$700.00 as a result.
28. While the Landlord did not re-lease the property for approximately 6-7 months after the Tenant vacated, I find the Landlord took reasonable and adequate steps to minimize their losses (after the initial 2 week period in which the property was listed at a higher rent).
29. The rent arrears owing to May 31, 2023 are thus \$6,275.00 (\$6975.00 less \$700.00).
30. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$1,395.00 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.
17. Interest on the rent deposit, in the amount of \$34.88 is owing to the Former Tenant for the period from June 1, 2022 to May 31, 2023

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$6,275.00, which represents rent and compensation owing up to May 31, 2023.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$1,429.88 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 \$5,031.12*. 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 June 28, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from June 29, 2026 at 4.00% annually on the balance outstanding.

June 17, 2026
Date Issued

Peter Nicholson
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 May 31, 2023	\$6,275.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,395.00
Less the amount of the interest on the last month's rent deposit	- \$34.88
Total amount owing to the Landlord	\$5,031.12