



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

File Number: LTB-L-084432-25

In the matter of: 604, 185 BERKSHIRE DR
LONDON ON N6J3R6

Between: SKYLINE REAL ESTATE HOLDINGS INC., Landlord
C/O SKYLINE LIVING

And

JUSTIN TONNER Tenant

Skyline Real Estate Holdings Inc., C/O Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Justin Tonner (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on December 18, 2025.

Only the Landlord's Representative, Trevor Scheib, attended the hearing.

As of 10:08 a.m., the Tenant 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 Landlord's evidence.

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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$952.37. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$31.31. This amount is calculated as follows: \$952.37 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.

6. The rent arrears owing to December 31, 2025, are \$4,761.85.
7. The Landlord claimed a total of \$125.00 for bank and administration charges the Landlord incurred as a result of 5 cheques given by or on behalf of the Tenant which were returned NSF.
8. However, the Landlord's Representative could not substantiate the NSF was a cheque and not some other form of payment. Section 17(5) of O.Reg 516/06 specifically provides that the administration charge is for an NSF cheque.
9. The Landlord's Representative provided a case from another Board Member in which a more modern and liberal approach was taken when dealing with NSF charges. The Landlord's Representative urged that I take the same approach. Generally, decisions from other Board members are not binding on me and are only persuasive.
10. I am not persuaded to take the approach adopted by my fellow Board member. The *Residential Tenancies Act, 2006* (the 'Act') specifically and repeatedly uses the term "NSF cheque" when discussing administrative fees relating to the type of payment. While I may agree that cheques are rarely used, the legislative intent was clearly linked to a specific method of payment, that being an actual physical cheque.
11. Furthermore, this is mirrored in the language of section 17(5) of O.Reg 516/06 which also specifically requires the payment be that of a NSF cheque. If another form of payment was contemplated, other language would have been used or the regulations would have been updated to change the intent.
12. As such, I am not satisfied that the Landlord incurred \$100.00 in bank and administration charges as a result of NSF cheques and therefore I cannot allow the charges.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$952.37 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
15. Interest on the rent deposit, in the amount of \$22.96 is owing to the Tenant for the period from January 1, 2025, to December 18, 2025.
16. The Landlord's Representative provided that they were unaware of any circumstance of the Tenant that would support denying or delaying eviction. The Tenant did not attend the hearing to give evidence of their circumstances, or to dispute the Landlord's application.
17. As such, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

2. The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:

- \$5,900.22 if the payment is made on or before January 16, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 16, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 16, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,583.73. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$31.31 per day for the use of the unit starting December 19, 2025, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 16, 2026, then starting January 17, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after January 17, 2026.

January 5, 2026
Date Issued

Nicole Pedron
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on July 17, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 16, 2026

Rent Owing To January 31, 2026	\$5,714.22
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,900.22

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$4,373.06
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$952.37
Less the amount of the interest on the last month's rent deposit	- \$22.96
Total amount owing to the Landlord	\$3,583.73
Plus daily compensation owing for each day of occupation starting December 19, 2025	\$31.31 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	