



## **Order under Subsection 74(2) Residential Tenancies Act, 2006**

**File Number:** LTB-L-084189-25

**In the matter of:** 305, 220 MITTON ST N  
SARNIA ON N7T0C1

**Between:** Skyline Living Real Estate Holdings Inc. Landlord  
c/o Skyline Living

**And**

Norma Davis Tenant

Skyline Living Real Estate Holdings Inc. c/o Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Norma Davis (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 10:00 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 claimed a total of \$100.00 for bank and administration charges the Landlord incurred as a result of 4 cheques given by or on behalf of the Tenant which were returned NSF.
2. 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.
3. 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.
4. 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.

5. 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.
6. 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.
7. The Landlord’s Representative advised the if the charges claimed relating to the NSF were not allowed than prior to the hearing the Tenant paid all the rent that was in arrears and all additional rent that would have been due under the tenancy agreement for the period ending December 31, 2025, and the filing fee.

**It is ordered that:**

1. The Landlord’s application for an order terminating the tenancy and evicting the Tenant based upon arrears of rent is discontinued.

**January 9, 2026**  
**Date Issued**

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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.