



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-095525-24

In the matter of: 818, 101 FALLOWFIELD DR
KITCHENER ON N2C0B4

Between: Drewlo Holdings Inc. Landlord

And

Ionut Ene Former Tenant

Drewlo Holdings Inc. (the 'Landlord') applied for an order requiring Ionut Ene (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on September 29, 2025.

Only the Landlord's legal representative, Susan Pelton, attended the hearing.

As of 9:34 AM, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. 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. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant must pay the Landlord \$2,463.20 by October 19, 2025.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. 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.
4. These documents were deemed served on June 18, 2025 by sending the documents to the Former Tenant's current address.

5. The Former Tenant vacated the rental unit on October 14, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

8. The lawful rent was \$1,422.62. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$46.77. This amount is calculated as follows: $\$1,422.62 \times 12$, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The Landlord's legal representative submitted that the Landlord served the Tenant with an N4 notice on or about September 25, 2024, with a termination date of October 15, 2025. The Landlord claimed the Tenant owed rent arrears totalling \$2,870.24 for the rental periods of July 1, 2024, to September 30, 2024.
12. The Landlord's legal representative further submitted that the Tenant vacated the rental unit and left the keys in the Landlord's office door mailbox on October 14, 2024.
13. The tenancy ended on October 14, 2024, as a result of the Former Tenant moving out 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 that date.
14. The rent arrears and daily compensation owing to October 14, 2024, are \$3,500.02.
15. The Landlord is entitled to \$60.00 to reimburse the Landlord for administration charges as a result of 3 cheques given by or on behalf of the Former Tenant which were returned NSF. The Landlord did not prove that they incurred additional bank fees of \$15.00 for the NSF cheques and therefore, those fees will not be ordered.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Rent deposit

16. The Landlord collected a rent deposit of \$1,258.00 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 \$24.82 is owing to the Former Tenant for the period from January 1, 2024, to October 14, 2024.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$3,500.02, which represents rent and compensation owing up to October 14, 2024.

2. Then Former Tenant shall also pay the Landlord \$60.00 for bank charges for cheques given by or on behalf of the Former Tenant which were returned NSF
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$1,282.82 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.
5. The total amount the Former Tenant owes the Landlord is \$2,463.20*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before January 18, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026

Date Issued

Melissa Anjema

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 October 14, 2024	\$3,500.02
NSF Charges	\$60.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,258.00
Less the amount of the interest on the last month's rent deposit	- \$24.82
Total amount owing to the Landlord	\$2,463.20