



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

File Number: LTB-L-086510-25

In the matter of: 203, 2255 UNIVERSITY AVE W
WINDSOR ON N9B1E6

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

And

LALIT MUNIYAL Tenant

SKYLINE REAL ESTATE HOLDINGS INC., C/O SKYLINE LIVING (the 'Landlord') applied for an order to terminate the tenancy and evict LALIT MUNIYAL (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 January 5, 2026.

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

As of 2:27 p.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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on October 31, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$1,553.40. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.

6. The rent arrears owing to October 31, 2025, are \$3,106.80.

Landlord claim for NSF charges

7. The Tenant paid the rent through pre-authorized deposit to the Landlord. The Landlord claimed \$25.00 for administration charges the Landlord incurred as a result of one transaction deemed “insufficient funds” by the Tenant’s financial institution.
8. Subsection 87(5) of the *Residential Tenancies Act*, 2006 (the “Act”) permits the Board to award NSF charges that are charged by financial institutions in relation to “cheques” tendered to the landlord by or on behalf of the tenant, and administration charges in relation to NSF “cheques”.
9. The Landlord’s legal representative requested I consider the insufficient funds charges to be admissible under the Act and submitted an order from a Board member who granted a landlord’s request for fees resulting from insufficient funds. The Board member made a finding that, “...*the intent of the legislature is to compensate landlords for time and effort needlessly expended as a result of a tenant’s NSF payment, regardless of format.*”
10. I acknowledge that in our modern world of electronic payments it is likely a more common practice for landlords and tenants to set up pre-authorized payments and cheques are not as commonly used for rent payment. However, the legislature has not authorized the awarding of any charges in relation to any other kind of negotiable instrument or payment method.
11. For the reasons above the Landlord’s request for the reimbursement for pre-authorized payments deemed insufficient funds is denied.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,522.77 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
14. Interest on the rent deposit, in the amount of \$16.56 is owing to the Tenant for the period from July 1, 2025, to October 31, 2025.
15. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
16. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 31, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$1,753.47. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application and unpaid NSF charges. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before January 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 28, 2026, at 4.00% annually on the balance outstanding.

January 16, 2026
Date Issued

Greg Brocanier
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date, October 31, 2025	\$3,106.80
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,522.77
Less the amount of the interest on the last month's rent deposit	- \$16.56
Total amount owing to the Landlord	\$1,753.47