



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

File Number: LTB-L-090750-25

In the matter of: 101A, 330 LIVERY ST
STITTSVILLE ON K2V0J1

Between: AGC INVESTMENT INC Landlord

And

GREGG WILSON Tenant

Agc Investment Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Gregg Wilson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 14, 2026. Only the Landlord Legal Representative, Shasta Pearson, attended the hearing.

As of 9:38 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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord sought arrears up to the date they were first notified that the Tenant vacated. In this regard, the Landlord's Legal Representative submitted that she sent the Tenant an email on October 11, 2025 regarding the N4 Notice and discussing a payment plan. However, she did not hear back from the Tenant and so she sent a follow up email on November 19, 2025. On November 20, 2025, the Tenant replied to the email and stated that he moved out on October 26, 2025. A copy of the email correspondence was tendered as evidence.
4. The Landlord's Legal Representative stated that the rental unit was inspected on November 21, 2025 and was found to be mostly empty and that the Tenant had left the unit key on the counter.

5. Based on the uncontested evidence of the Landlord, I find that the Tenant was still in possession of the rental unit until November 20, 2025 as the Tenant did not notify the Landlord that they vacated the rental unit nor did they return the key to the Landlord prior to this date. Accordingly, the arrears are calculated up to this date.
6. The lawful rent is \$2,350.00. It was due on the 1st day of each month.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to November 20, 2025, are \$6,245.20.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,350.00 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.
11. Interest on the rent deposit, in the amount of \$70.50 is owing to the Tenant for the period from September 9, 2024, to November 20, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 20, 2025.
2. The Tenant shall pay to the Landlord \$4,010.70. This amount includes rent arrears owing up to the termination date and the cost of filing the application. 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 February 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 4, 2026, at 4.00% annually on the balance outstanding.

January 23, 2026
Date Issued

Rachel Gibbons
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 Termination Date	\$6,245.20
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,350.00
Less the amount of the interest on the last month's rent deposit	- \$70.50
Total amount owing to the Landlord	\$4,010.70