



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

File Number: LTB-L-093120-25

In the matter of: ph02, 25 HOLLY ST
TORONTO ON M4S0E3

Between: Holly Dunfield Residences Corp. Landlord

And

Sheila Hershorn Tenant

Holly Dunfield Residences Corp. (the 'Landlord') applied for an order requiring Sheila Hershorn (the 'Tenant') to pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on January 19, 2026.

The Landlord's Representative, Howard Levenson, and the Tenant attended the hearing.

Determinations:

Request to adjourn and combine

1. The Landlord's Representative requested to adjourn the matter to be heard with the Tenant's matter.
2. The Tenant indicated she was prepared to address the Landlord's application.
3. I denied the request to adjourn and to combine with the Tenant's application as there was minimal risk of inconsistent decisions and the adjournment was not necessary for an adequate hearing to be held.

Amount Owed

4. The Tenant vacated the rental unit on December 31, 2025. The Tenant was in possession of the rental unit on the date the application was filed.
5. The Tenant did not pay the total rent they were required to pay for the period from November 1, 2025, to December 31, 2025.
6. The lawful rent is \$3,900.00. It is due on the 1st day of each month.
7. The Tenant has not made any payments since the application was filed.

8. The tenancy ended on December 31, 2025, as a result of the Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Tenant's obligation to pay rent also ended on that date.
9. It was undisputed that the rent arrears and daily compensation owing to December 31, 2025, are \$7,800.00.
10. The Landlord claimed \$65.00 for administration charges and bank fees the Landlord incurred as a result of 3 cheques given by or on behalf of the Tenant which were returned NSF.
11. However, the Landlord's Legal 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. As there was no evidence of an NSF cheque, I cannot allow the administration charge.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,967.66. This amount includes rent arrears owing up to December 31, 2025, and the cost of the application.
2. 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

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.

Schedule 1
SUMMARY OF CALCULATIONS

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

Rent Owing To Move Out Date	\$7,800.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,900.00
Less the amount of the interest on the last month's rent deposit	- \$118.34
Total amount owing to the Landlord	\$3,967.66