



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ferrante v Lewis, 2026 ONLTB 7927

Date: 2026-01-27

File Number: LTB-L-090054-25

In the matter of: 124, 4 KIMBERLY LANE
COLLINGWOOD ON L9Y5T6

Between: Melissa Ferrante Landlord
Donato Ferrante

And

Jessica Lewis Tenant

Melissa Ferrante and Donato Ferrante (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Lewis (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 21, 2026.

Only the Landlord and the Landlord's legal representative, Stephanie Carvalheiro, attended the hearing.

As of 1:31pm, 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 January 2, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit

4. The lawful rent is \$2,100.00. 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 January 2, 2026 are \$6,438.08.
7. The Landlord is entitled to \$40.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 2 cheques given by or on behalf of the Tenant which were returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,100.00 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.
10. Interest on the rent deposit, in the amount of \$53.83 is owing to the Tenant for the period from December 23, 2024 to January 2, 2026.
11. At the conclusion of the hearing, the Landlord's legal representative requested an award of additional costs for attending the hearing on the basis that the Tenant did not attend. The Landlord's representative sought costs in an amount of up to \$1,000.00.
12. The Board's authority to order costs is discretionary and is governed by section 204 of the *Residential Tenancies Act, 2006* and the Board's Rules of Practice. As set out in Interpretation Guideline 3, in most cases the only costs awarded are the application filing fee, and representation or preparation costs are generally awarded only where a party has engaged in unreasonable conduct that caused undue expense or delay.
13. The Tenant's failure to attend the hearing, on its own, does not constitute unreasonable conduct within the meaning of the Act or Interpretation Guideline 3. There was no evidence before me that the Tenant acted in bad faith, took unnecessary steps, caused delay, or engaged in conduct intended to abuse the Board's process.
14. I also note that the only delay or inefficiency in this proceeding arose from deficiencies in the Landlord's own application materials. At the hearing, the Landlord's legal representative was required to amend the Landlord's claim to account for the last month's rent deposit held by the Landlord and to correct the rent arrears claimed, as the application did not include rent owing for November 2025 despite being filed in that month. Any additional time required to address these issues was not caused by the Tenant's conduct.
15. In these circumstances, there is no basis to conclude that the Tenant caused undue delay or unnecessary expense that would justify an award of costs beyond the application filing fee.
16. As a result, the Landlord's request for additional costs is denied.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 2, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$4,510.25. 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 February 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 8, 2026 at 4.00% annually on the balance outstanding.

January 27, 2026

Date Issued

Colin Elsby

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	\$6,438.08
Application Filing Fee	\$186.00
NSF Charges	\$40.00
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$53.83
Total amount owing to the Landlord	\$4,510.25