



Order under Section 69 Residential Tenancies Act, 2006

Citation: Capogreco v King, 2026, ONLTB 7900

Date: 2026-01-29

File Number: LTB-L-092548-25

In the matter of: 230 PRINCE WILLIAM WAY
BARRIE ON L9J0V1

Between: Domenic B Capogreco Landlord

And

Jonathan Russel King Tenants
Shannon Lee Bellar

Domenic B Capogreco (the 'Landlord') applied for an order to terminate the tenancy and evict Jonathan Russel King and Shannon Lee Bellar (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 20, 2026.

The Landlord's Representative, Marina Sturino, the Landlord, and the Tenant, Shannon Lee Bellar attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on January 18, 2026. Rent arrears are calculated up to the date the Tenants vacated the unit
4. The lawful rent is \$2,950.00. It was due on the 1st day of each month.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to January 18, 2026, are \$17,495.82.

7. That Tenant disputes owing rent up to January 18th 2026, and submits that she vacated the rental unit on January 1st, 2026.
8. In support of their position, the Landlord submitted into evidence an e-mail from the Tenant dated January 18th, 2026, in which the Tenant states that she had “fully left” and “fully cleaned” the rental unit. A copy of this email was submitted into evidence.
9. The Tenant did not submit any documentary evidence to substantiate her claim that she vacated the rental unit on January 1st, 2026. On a balance of probabilities, I find that the tenant vacated the rental unit on January 18th, 2026, as this is a date is supported by the Tenants own written statement and is the only documentary evidence before the board on this issue.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,950.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
12. Interest on the rent deposit, in the amount of \$76.81 is owing to the Tenants for the period from January 1, 2025, to January 18, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of January 18, 2026, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$14,655.01. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit 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 Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before February 9, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 10, 2026, at 4.00% annually on the balance outstanding.

January 29, 2026
Date Issued

Teresa Hunt
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 Tenants must pay as the tenancy is terminated

Rent Owing to Move Out Date	\$17,495.82
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,950.00
Less the amount of the interest on the last month's rent deposit	- \$76.81
Total amount owing to the Landlord	\$14,655.01