



Order under Section 69 Residential Tenancies Act, 2006

Citation: Centurion Property Associates Inc v Trombley, 2026 ONLTB 8845

Date: 2026-01-29

File Number: LTB-L-085757-25

In the matter of: 217, 256 ST. ANDREWS ST.
CAMBRIDGE ON N1S4T9

Between: Centurion Property Associates Inc Landlord

And

Arthur Mason Trombley Tenants
Sydney Sharon King

Centurion Property Associates Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Arthur Mason Trombley and Sydney Sharon King (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 22, 2026.

The Landlord's representative, Daniel Abraham, and the Tenant, Arthur Mason Trombley, attended the hearing.

Determinations:

1. The Tenant requested an adjournment on the basis that he had not received sufficient notice of the hearing to adequately participate.
2. The Board mailed the notice of hearing to the rental unit after the Tenant had vacated. However, the Tenant was aware of the Landlord's application and had neglected to provide the Board with up-to-date contact information for the service of notices.
3. The Landlord's representative had emailed the Tenants a copy of the Notice of Hearing on January 16, 2026. The Tenants were evidently aware of the hearing date, as Mr. Trombley attended the hearing. Mr. Trombley indicated that he hadn't had time to secure legal advice but did not indicate that he had attempted to do so since becoming aware of the hearing date.
4. Based on the submissions made with respect to the adjournment request, I am satisfied that the Tenants were in a position to be able to participate in the hearing. It is a party's responsibility – whether they are an applicant or a respondent – to ensure the Board is

kept apprised of any changes to their contact information. The only issue in the hearing – which they had notice of – is the rent arrears the Landlord alleges the Tenants owe. Mr. Trombley was able to speak to this issue. Therefore, I was satisfied that there was no prejudice to proceeding with the hearing.

5. 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.
6. The Tenants were in possession of the rental unit on the date the application was filed.
7. The Tenants vacated the rental unit on November 30, 2025. Rent arrears are calculated up to the date the Tenants vacated the unit.
8. The lawful rent is \$2,337.63. It was due on the 1st day of each month.
9. The Tenants have not made any payments since the application was filed.
10. The rent arrears owing to November 30, 2025, are \$7,012.89.
11. The Tenant disputed the rent arrears amount on the basis that he was told, at the beginning of the tenancy, no last month's rent deposit was required because the deposit was being carried over from the previous tenant of the rental unit. No documentary evidence was presented at the hearing in support of this position. The Tenant gave the Landlord a last month rent deposit in February 2024.
12. The Landlord provided a copy of the lease agreement, signed by the Tenants, indicating that a last month's rent deposit would be paid to the Landlord.
13. I am satisfied that it is more likely than not, based on the evidence presented at the hearing, that the arrears and deposit information provided to the Board by the Landlord is correct.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$2,229.37 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.
16. Interest on the rent deposit, in the amount of \$51.00 is owing to the Tenants for the period from January 1, 2025, to November 30, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of November 30, 2025, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$4,918.52. 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

Jeremy Henderson
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	\$7,012.89
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,229.37
Less the amount of the interest on the last month's rent deposit	- \$51.00
Total amount owing to the Landlord	\$4,918.52