



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-054727-24

In the matter of: 2, 908 ALBERT RD
WINDSOR ON N8Y3P2

Between: Natalie James Landlord

And

John Davis Tenant
Jamie Lynn Rynyk

Natalie James (the 'Landlord') applied for an order to terminate the tenancy and evict John Davis and Jamie Lynn Rynyk (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes, and because the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on December 4, 2025.

The Landlord Natalie James and the Tenant Jamie Lynn Rynyk attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

The Tenant's section 82 claims

1. At the hearing, the Tenant sought to raise tenant rights issues pursuant to section 82 of the Residential Tenancies Act, 2006 (the "Act"), including allegations relating to asbestos exposure, a rat infestation, and harassment.
2. The allegation relating to asbestos exposure is dismissed because it was not properly before the Board. The Tenant failed to provide reasonable particulars identifying when the alleged exposure occurred, what materials were alleged to contain asbestos, or how the Landlord was responsible. No testing, expert evidence, or other objective confirmation was provided. As a result, this claim is dismissed for lack of particulars.

3. With respect to the alleged rat infestation, I find that the Tenant failed to meet their evidentiary burden. The Tenant's own evidence was that the Landlord responded promptly when notified and took steps to address the issue. There was no persuasive evidence that the Landlord failed to maintain the rental unit or that any infestation persisted due to a breach of the Landlord's obligations. Accordingly, this claim is dismissed.
4. The Tenant also alleged harassment. However, the Tenant failed to provide any reliable or detailed evidence of conduct that would constitute harassment within the meaning of the Act. No specific incidents, dates, or actions were identified. On the basis of the evidence before the Board, I find that the Tenant has not proven this allegation on a balance of probabilities, and it is dismissed.

The Landlord's L1 and L2 applications

5. 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 rent arrears owing by the termination date set out in the notice or before the application was filed.
6. The Tenant was in possession of the rental unit on the date the application was filed.
7. Based on the evidence before the Board, including testimony regarding possession of keys and access to the unit, I find that the Tenant vacated the rental unit on December 22, 2024. Rent arrears are therefore calculated up to that date.
8. The lawful monthly rent was \$1,230.00, payable on the first day of each month.
9. The Tenant asserted that the Landlord's rent ledger failed to account for two payments made on July 2, 2024, totaling \$1,830.00. The Tenant produced banking evidence showing that this amount was transferred, and although the evidence did not include full transaction details, I find it credible in the circumstances. The Landlord was made aware of this issue at the prior hearing, was previously ordered to respond, and produced no documentary evidence to refute receipt of these payments.
10. On a balance of probabilities, I therefore find that the Tenant paid a total of \$10,860.00 to the Landlord since the application was filed, which includes \$1,830.00 more than is acknowledged in the Landlord's ledger.
11. After accounting for all payments made and rent owing up to December 22, 2024, I find that the rent arrears owing are \$9,476.06.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a last month's rent deposit of \$1,200.00 on March 15, 2024. As the tenancy has terminated, the rent deposit is applied to the arrears of rent.

14. The Landlord also sought termination of the tenancy under the L2 portion of the application based on persistent late payment of rent. However, as the Tenant vacated the rental unit prior to the hearing, the Landlord's L2 application is dismissed.
15. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 22, 2024, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$8,462.06. 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. 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 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 17, 2026, at 4.00% annually on the balance outstanding.

February 5, 2026
Date Issued

Kyle Anderson
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	\$20,336.06
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$10,860.00
Less the amount of the last month's rent deposit	- \$1,200.00
Total amount owing to the Landlord	\$8,462.06