



**Order under Section 69  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-088629-24

**In the matter of:** Unit B, 77 CENTRE ST  
BRADFORD ON L3Z1W5

**Between:** Kimberly Wray Landlord

**And**

Daniel Grimshaw Tenant

Kimberly Wray (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel Grimshaw (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes, and because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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

The Landlord and the Tenant attended the hearing.

**Determinations:**

1. The Landlord applied for termination of the tenancy and eviction based on non-payment of rent and on the basis that the Landlord, in good faith, required possession of the rental unit for residential occupation.
2. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the rent arrears by the termination date or before the application was filed.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. During the hearing on December 4, 2025, the Tenant advised that they had vacated the rental unit. The Landlord confirmed that this was the first time they became aware that the Tenant had vacated. As a result, I find that the tenancy terminated on December 4, 2025, being the date the Landlord learned that the Tenant had vacated the rental unit. I note that the Tenant did not dispute having failed to advise the Landlord that they had vacated the rental unit.

5. Because the Tenant vacated the rental unit prior to the conclusion of the hearing, the Landlord's application under section 48 of the Residential Tenancies Act, 2006 (the Act) seeking termination of the tenancy for personal use is dismissed.
6. Rent arrears are therefore properly calculated up to December 4, 2025, the date the tenancy terminated.

The lawful monthly rent

7. The Landlord took the position that the lawful monthly rent was \$1,120.00. The Tenant asserted that their lawful rent was \$530.00 and that they occupied only one room in the basement with shared kitchen and bathroom facilities.
8. The evidence establishes that the basement was shared by two tenants, each renting a separate room, and that the Landlord collected rent separately from each occupant. The Landlord testified that the Tenant paid \$530.00 per month and that the balance of the rent was paid by another occupant, identified as "Anne."
9. On the basis of the evidence before the Board, I find that the Tenant was a tenant in common renting one room with shared facilities, and that the lawful rent payable by this Tenant was \$530.00 per month. Moreover, at the hearing, the Landlord conceded that they recognise the Tenant as a tenant in common with the other basement tenant and that the lawful rent should therefore be \$530.00 monthly.
10. I therefore find that the lawful monthly rent for this Tenant was \$530.00, payable on the first day of each month.

Rent arrears and costs

11. The Tenant has not made any rent payments since the application was filed.
12. Based on the lawful rent of \$530.00 per month, I find that rent arrears owing up to December 4, 2025, total \$8,019.69.
13. The Landlord incurred costs of \$260.15 to file the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$530.00 from the Tenant. As the tenancy has terminated, the rent deposit is properly applied to the rent arrears.
15. Interest on the rent deposit in the amount of \$46.65 is owing to the Tenant for the period from November 20, 2020, to December 4, 2025, and must be credited against the amount owing.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of December 4, 2025, the date the Tenant moved out of the rental unit.

2. The Tenant shall pay to the Landlord \$7,703.19. 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 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 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 18, 2026, at 4.00% annually on the balance outstanding.

**February 6, 2026**

**Date Issued**

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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                                             | \$8,019.69        |
| Application Filing Fee                                                  | \$260.15          |
| <b>Less</b> the amount of the last month's rent deposit                 | - \$530.00        |
| <b>Less</b> the amount of the interest on the last month's rent deposit | - \$46.65         |
| <b>Total amount owing to the Landlord</b>                               | <b>\$7,703.19</b> |