



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-083928-25

In the matter of: South West Room, 101 Queen Street
Lindsay ON K9V1G6

Between: Kevin Dowdall Landlord

And

Kym Lee McGahey Tenant

Kevin Dowdall (the 'Landlord') applied for an order to terminate the tenancy and evict Kym Lee McGahey (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 28, 2026.

Only the Landlord's Legal Representative, Nadine Little attended the hearing.

As of 9:31 a.m., 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:

L1 Application – Non-Payment of Rent

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 November 9, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$800.00. 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 November 9, 2025 are \$1,836.70.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application – Substantial Interference

9. Given that the Tenant vacated the rental unit on November 9, 2025 and this order addresses the rent arrears up to that date, the Landlord's L2 application is moot and I did not consider it.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 9, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$2,022.70. 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. 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 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 24, 2026 at 4.00% annually on the balance outstanding.

February 5, 2026
Date Issued

Christopher Lin
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.