



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ryman v Disley, 2026 ONLTB 16332

Date: 2026-02-23

File Number: LTB-L-089312-25

In the matter of: Basement, 43 SILVERSTONE CRES
KESWICK ON L4P4A4

Between: Justin Ryman Landlord

And

Samanthaa Disley Tenant

Justin Ryman (the 'Landlord') applied for an order to terminate the tenancy and evict Samanthaa Disley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because:

- 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

This application was heard by videoconference on January 29, 2026.

Only the Landlord attended the hearing.

As of 11:05 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:

1. The Landlord said that the Tenant vacated the rental unit on January 19, 2026.
2. Consequently, the Landlord's L2 application for eviction is moot, and it will be dismissed.
3. 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.

4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The Tenant vacated the rental unit on January 19, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
6. The lawful rent is \$1,950.00. It was due on the first day of each month.
7. The Tenant has paid \$3,900.00 to the Landlord since the application was filed.
8. The rent arrears owing to January 19, 2026 are \$1,968.09.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,950.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
11. Interest on the rent deposit, in the amount of \$16.27 is owing to the Tenant for the period from August 28, 2025 to January 19, 2026.

It is ordered that:

1. The Landlord's L2 application is dismissed.
2. The tenancy between the Landlord and the Tenant is terminated as of January 19, 2026, the date the Tenant moved out of the rental unit.
3. The Tenant shall pay to the Landlord \$187.82. 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.
4. If the Tenant does not pay the Landlord the full amount owing on or before March 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 7, 2026 at 4.00% annually on the balance outstanding.

February 23, 2026
Date Issued

Nancy Morris
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	\$5,868.09
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,900.00
Less the amount of the last month's rent deposit	- \$1,950.00
Less the amount of the interest on the last month's rent deposit	- \$16.27
Total amount owing to the Landlord	\$187.82