Order under Section 69
Residential Tenancies Act, 2006

File Number: LTB-L-098571-25

In the matter of: 105, 661 HURON ST
TORONTO ON M5R2R9

Between: Dash Property Management Inc — Landlord

And

Morgan Clarke — Tenant

Dash Property Management Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Morgan Clarke (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on February 2, 2026.

Only the Landlord’s Agent, Mark Lefor, attended the hearing.

As of 9:39 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 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 December 31, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is $1,850.00. It was due on the 1st day of each month.
5. The Tenant has paid $1,600.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025 are $1,448.00.

7. The Landlord’s Agent testified that the Tenant vacated the unit on December 31, 2025, but has not returned the key to the Landlord. The Landlord’s Agent sought rent arrears to the end of February 2026.

8. The LTB’s usual approach to calculating the arrears where the tenant has vacated the rental unit after an L1 Application was filed but before the hearing date is set out in the Board’s Interpretation Guideline 11: Rent Arrears; it states:

   In some cases, the evidence may establish that the tenant moved out of the rental unit after the L1 Application was filed, but before the hearing date. In that case, the LTB's order will generally include a determination that the tenancy ended on the date the tenant moved out. Further, the order will generally: (1) end the tenancy effective the date the tenant moved out of the rental unit without ordering enforcement through the Court Enforcement Office (Sheriff); and (2) require the tenant to pay rent arrears ending on the date the tenancy ended.

9. Although I am not bound to follow the LTB’s interpretation guidelines, I find it reasonable and appropriate to do so in this case. Therefore, I am satisfied that it is appropriate to calculate the arrears owing up to December 31, 2025, when the Tenant vacated the rental unit and to terminate the tenancy effective that date.

10. The Landlord’s Agent sought $120.00 to reimburse the Landlord for administration charges and $30.00 for bank fees the Landlord incurred as a result of 6 cheques given by or on behalf of the Tenant which were returned NSF.

11. The Landlord’s Agent advised the charges claimed by the Landlord related to electronic payments that could not be processed rather than physical cheques that were returned NSF; although, he submitted that on the Landlord’s accounting system these were recorded as “electronic cheques”, and specific NSF dates were provided.

12. The bank charges were not substantiated with any supporting documentation and so these charges were not allowed.

13. Sub-section 87(5) of the Residential Tenancies Act, 2006 (the 'Act'), and section 17 of O.Reg 516/06 do not provide a remedy for charges for electronic payments that fail due to non-sufficient funds. Both provisions refer to NSF cheques. In the above circumstances, I was not satisfied that recording an item as an electronic cheque means that the payment was actually made by cheque as contemplated under the Act. As a result, the Tenant is not responsible to pay the Landlord the NSF related charges.

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 $1,850.00 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.

16. Interest on the rent deposit, in the amount of $36.49 is owing to the Tenant for the period from March 19, 2025 to December 31, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 31, 2025, the date the Tenant moved out of the rental unit.
2. The Landlord shall pay to the Tenant $252.49. The Tenant owes the Landlord rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application and unpaid NSF charges. The amount of rent deposit and interest the Landlord owes on the rent deposit exceeds the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Landlord does not pay the Tenant the full amount owing on or before March 20, 2026, the Landlord will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

March 9, 2026
Date Issued

Samantha Greaves
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	$3,048.00
Application Filing Fee	$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $1,600.00
Less the amount of the last month's rent deposit	- $1,850.00
Less the amount of the interest on the last month's rent deposit	- $36.49
Total amount owing to the Landlord	**$-252.49**