



**Order under Section 69 / 88.2  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-107524-25

**In the matter of:** 4351 BURCH PL  
NIAGARA FALLS ON L2E3P2

**Between:** Ian f McIntosh Landlord

**And**

Daniel DaVolio Tenant

L1 Application

Ian f McIntosh (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel DaVolio (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

L2 Application

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex involving the production of an illegal drug, the trafficking in an illegal drug or the possession of an illegal drug for the purposes of trafficking; and the Tenant has been persistently late in paying the Tenant's rent.

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

The Landlord further applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This combined L1/L2 application was heard by videoconference on February 5, 2026.

Only the Landlord attended the hearing.

As of 11:11a.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:**

L2 Application:

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. At the hearing, the Landlord advised that the Tenant vacated the rental unit on January 19, 2026, and that the Landlord was seeking an order confirming the tenancy ended on that date.
3. Given that the Tenant has vacated the rental unit, it was not necessary for me to consider the allegations of illegal activity and persistent late payment of rent in the N6 and N8 notices of termination, which form the basis of the L2 Application.
4. In addition, the Landlord withdrew his claim for utility costs on the L2 Application.

L1 Application

5. The Tenant was in possession of the rental unit on the date the application was filed. As noted above, the Tenant vacated the rental unit on January 19, 2026.
6. Rent arrears are calculated up to January 19, 2026, the date the Tenant vacated the unit
7. The lawful rent is \$1,691.25. It was due on the 1st day of each month.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to January 19, 2026, are \$6,100.15.
10. The application claimed rent arrears from January 1, 2025, to October 31, 2025, and the application was filed in December 2025. I exercised my discretion under s. 201(1) of the *Residential Tenancies Act*, 2006 to amend the application to include details related to the rent owing for the periods of November and December 2025. I am satisfied that there is no prejudice to the Tenant from this amendment because the rents owing for these months would have been captured by the total owing in any event.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

**It is ordered that:**

1. 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.
2. The Tenant shall pay to the Landlord \$6,286.15. 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.

3. If the Tenant does not pay the Landlord the full amount owing on or before March 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 22, 2026, at 4.00% annually on the balance outstanding.

**March 10, 2026**

**Date Issued**

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Inderdeep Padda

, 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.