



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: Forristal v Lyons, 2026 ONLTB 29963

Date: 2026-04-13

File Number: LTB-L-108182-25

In the matter of: 91 CLARENCE ST
STRATHROY ON N7G1H2

Between: Colette Forristal
Rowan Cunningham
Landlords

And

Paul Adam Aubrey Lyons
Michael Lawrence Watt
Tenants

Colette Forristal and Rowan Cunningham (the 'Landlords') applied for an order requiring Paul Adam Aubrey Lyons and Michael Lawrence Watt (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on March 4, 2026 at 2:42 p.m.

The Landlords Colette Forristal and Rowan Cunningham and the Tenant Michael Watt attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. The Tenant vacated the rental unit on February 15, 2026. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Landlord amended their application to an L9 application solely for arrears of rent and the filing fee. The Landlord was seeking the arrears outstanding to February 15, 2026.
3. The Tenant did not pay the total rent they were required to pay for the period from December 1, 2025 to February 15, 2026.
4. The lawful rent is \$2,800.00. It is due on the 1st day of each month.

5. The tenancy ended on February 15, 2026 as a result of the Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Tenant's obligation to pay rent also ended on that date.
6. The Tenant testified the rent arrears owing up to the date of the hearing is \$2,800.00; however, provided no documentary evidence to support their testimony, including no bank records to corroborate their testimony, and failed to provide any details supported by documentary evidence regarding the dates and amounts of any additional payment made to the date of the hearing.
7. In contrast, the Landlord submitted the Tenant has paid \$1,000.00 to the Landlord after the application was filed. Entered into evidence was a rent ledger documenting the dates and times payments were made throughout the tenancy which corroborated the testimony provided by the Landlords as well as the quantity owing listed on the application.
8. I prefer the Landlord's evidence, and based on a balance of probabilities, the rent arrears and daily compensation owing to February 15, 2026 are \$5,980.82.
9. The Landlord collected a rent deposit of \$2,800.00 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 is terminated.
10. Interest on the rent deposit, in the amount of \$28.84 is owing to the Tenant for the period from August 21, 2025 to February 15, 2026.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,337.98. This amount includes rent arrears owing up to February 15, 2026 and the cost of the application minus the rent deposit and interest owing.
2. If the Tenant does not pay the Landlord the full amount owing on or before April 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 25, 2026 at 4.00% annually on the balance outstanding.

April 13, 2026
Date Issued

Greg Witt
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.