



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

File Number: LTB-L-008773-26

In the matter of: 228 FRANKLIN STREET SOUTH
THUNDER BAY ON P7E1R1

Between: HELEN COUGHLAN Landlord
ROBERT COUGHLAN

And

KERRI MCNABB Tenant

HELEN COUGHLAN and ROBERT COUGHLAN (the 'Landlord') applied for an order to terminate the tenancy and evict KERRI MCNABB (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 13, 2026.

Only the Landlords attended the hearing.

As of 10:03a.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 March 26, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The Landlord testified that they went to the rental unit on December 15, 2025, to do an inspection and discovered that the Tenant unlawfully changed the locks. The Landlord testified that they went to the rental unit on March 25, 2026, to change the locks so that they could have access to the rental unit. The Landlord testified that during the process they left to buy the locks and that while the Landlord was gone, the Tenant returned to the

unit, spread garbage everywhere and then left. The Landlord testified that they then changed the locks. The Landlord testified after the locks were changed a window was broken. The Landlord testified that the window was then boarded up by the Landlord, but it was broken again on March 26, 2026. The Landlord testified that on March 26, 2026, the Landlord hired a contractor to board the broken window, and the Landlord said that they assume that the Tenant has not had access to the building since.

5. The Landlord testified that after changing the locks they called the Tenant to facilitate providing a replacement key, but the Tenant said they would not speak to the Landlord and hung up. The Landlord testified that the Tenant has not reached out for a replacement key or access to the rental unit since that date.
6. The Landlord testified that on March 25, 2026, it did not look like anyone was living in the rental unit. The Landlord testified that most of the furniture was gone and that only a few items remained.
7. The Landlord also testified that the Tenant cut off their utility accounts on March 6, 2026, and March 13, 2026.
8. While the broken windows and the Tenant entering the rental unit on March 25, 2026 during the lock change support that the Tenant has not vacated, I find that there are more factors that support that the Tenant has. The Tenant removed their belongings, canceled their utility accounts, hung up on the Landlord while they were offering a replacement key, and has not asked for a key since.
9. The lawful rent is \$850.00. It was due on the 1st day of each month.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to March 26, 2026 are \$3,276.44.
12. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
13. 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 March 26, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$3,477.44. 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 May 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 3, 2026 at 4.00% annually on the balance outstanding.

April 21, 2026
Date Issued

Amanda Kovats
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	\$3,276.44.
Application Filing Fee	\$201.00
Total amount owing to the Landlord	\$3,477.44