



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

File Number: LTB-L-097479-25

In the matter of: 720 CANNON ST E
HAMILTON ON L8L2G9

Between: JOSEPH OLUWATOSIN IKOTUN Landlord

And

LOGAN MCDONALD Tenant
ALLIE KATHLEEN MAY HARE

Landlord's L1 application

JOSEPH OLUWATOSIN IKOTUN (the 'Landlord') applied for an order to terminate the tenancy and evict LOGAN MCDONALD and ALLIE KATHLEEN MAY HARE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Landlord's L2 application

JOSEPH OLUWATOSIN IKOTUN (the 'Landlord') applied for an order to terminate the tenancy and evict LOGAN MCDONALD and ALLIE KATHLEEN MAY HARE (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

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

This application was heard by videoconference on March 3, 2026.

Only the Landlord attended the hearing.

As of 9:52am, 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.

Preliminary:

Request to amend

1. The Landlord requested to amend the application to include the month of October 2025 for arrears owing of \$700.00.
2. The Landlord stated that the Tenant had paid \$700.00 on September 29, 2025 for the October 2025 rent and had told the Landlord they would pay the balance in January 2026.
3. The Tenant vacated the rental unit on February 23, 2026 and did not pay the balance owing of \$700.00 for October 2025 rent.
4. The Board's Rules of Procedure section 15 on Amending Applications states:

15.4 The LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding.
5. I find the Landlord credible in his testimony regarding the arrangement for the Tenant to pay October 2025 rent in January 2026.
6. The Landlord submitted evidence (DOC-7437464) with a ledger supporting the Landlord's claim and I am satisfied that amending the application is not prejudicial to the Tenant as the Tenant would have been aware of the arrangement to pay October 2025 rent however failed to do so before vacating.
7. The Landlord's application is amended to include October 2025 rent arrears of \$700.00 and is reflected in this order.

Determinations:

Landlord's L1 application

8. 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.
9. The Tenant was in possession of the rental unit on the date the application was filed.
10. The Tenant vacated the rental unit on February 23, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit.
11. The lawful rent is \$1,400.00. It was due on the 1st day of each month.
12. The Tenant has not made any payments since the application was filed.
13. The rent arrears owing to February 23, 2026 are \$5,958.69.

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 \$1,400.00 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 \$14.50 is owing to the Tenant for the period from August 28, 2025 to February 23, 2026.

Landlord's L2 application

17. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application.
18. The Tenant was in possession of the rental unit on the date the application was filed.
19. On September 19, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
20. On November 2, 2025, the Landlord gave the Tenant a second N5 notice of termination with a termination date of November 17, 2025.
21. The Landlord filed the application with the Board on November 21, 2025.
22. The Tenant vacated on February 23, 2026 and therefore, no eviction order will be issued.
23. At the hearing the Landlord indicated the Tenant had caused undue damage to the rental unit door.
24. The Landlord did not amend the application to include the damage as of the day of the hearing and the damage was not identified on either notice.
25. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has not proved the allegation for damage in the application.
26. Therefore, the Landlord's L2 application is dismissed.

It is ordered that:

Landlord's L1 application

1. The tenancy between the Landlord and the Tenant is terminated as of February 23, 2026, the date the Tenant moved out of the rental unit.

2. The Tenant shall pay to the Landlord \$4,730.19. 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.
3. If the Tenant does not pay the Landlord the full amount owing on or before May 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 6, 2026 at 4.00% annually on the balance outstanding.

Landlord's L2 application

4. The Landlord's L2 application is dismissed.

April 24, 2026
Date Issued

Greg Brocanier
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	\$5,958.69
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,400.00
Less the amount of the interest on the last month's rent deposit	- \$14.50
Total amount owing to the Landlord	\$4,730.19