



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-092720-25

In the matter of: Upper Unit, 94 Torrens Ave.
East York, ON M4K2H8

Between: Steven Havelock Landlord

And

Markus Gramer Tenant

Steven Havelock (the 'Landlord') applied for an order to terminate the tenancy and evict Markus Gramer (the 'Tenant') because the Tenant did not pay the rent owed.

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

The Landlord and the Tenant attended the hearing.

The Tenant declined to met with Tenant Duty Counsel prior to the commencement of the hearing.

Parties sought resolution through mediation but were unsuccessful.

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. It is uncontested that the Tenant vacated the rental unit on October 31, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$2,450.00. It was due on the 1st day of each month.
5. The Tenant has paid \$103.88 to the Landlord since the application was filed.
6. The uncontested rent arrears owing to October 31, 2025, are \$2,450.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$2,250.00 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.
9. Interest on the rent deposit, in the amount of \$207.15 is owing to the Tenant for the period from August 19, 2020, to October 31, 2025.
10. The Landlord sought to claim rent for November 2025. I informed the Landlord that he was not entitled to rent beyond October 31, 2025, the date the Tenant vacated the rental unit.
11. The Tenant indicated an intention to raise issues regarding the N4 notice of termination. However, as the Tenant had already vacated the rental unit, any alleged defects in the N4 notice were no longer relevant, as this order would address rent arrears only.
12. At the hearing, I estimated the outstanding arrears to be approximately \$61.00 and informed parties that the final amount would be calculated in the order. The difference between the amount stated at the hearing and the amount set out in this order results from the calculation of interest owing on the rent deposit to October 31, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 31, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$74.97. 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 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 13, 2026, at 4.00% annually on the balance outstanding.

May 1, 2026
Date Issued

Ken Audziss
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, October 31, 2025	\$2,450.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$103.88
Less the amount of the last month's rent deposit	- \$2,250.00
Less the amount of the interest on the last month's rent deposit	- \$207.15
Total amount owing to the Landlord	\$74.97