



**Order under Section 87
Residential Tenancies Act, 2006**

File Number: LTB-L-045600-25

In the matter of: 308, 375 BELSYDE AVE E
FERGUS ON N1M2Y2

Between: Skyline Living Real Estate Holdings Inc. c/o Skyline Living Landlord

And

Robert Dean Taylor Former Tenant

Skyline Living Real Estate Holdings Inc. c/o Skyline Living (the 'Landlord') applied for an order requiring Robert Dean Taylor (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on January 29, 2026.

Only the Landlord's legal representative, Trevor Scheib, attended the hearing.

As of 10:35am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. 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. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. The Former Tenant vacated the rental unit on December 5, 2024.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

5. The lawful rent was \$1,882.64. It was due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$61.90. This amount is calculated as follows: $\$1,882.64 \times 12$, divided by 365 days.
7. The Former Tenant has not made any payments since the application was filed.
8. Based on the uncontested evidence, I find that the Former Tenant abandoned the rental unit on December 5, 2024 without giving notice of termination. The tenancy was month-to-month and was not lawfully terminated by notice of termination, agreement, or LTB order. Applying section 88 of the Act, the Former Tenant's obligation to pay rent and daily compensation continues to the earliest date on which the tenancy could have been terminated had the Former Tenant given notice on the date the Landlord became aware of the abandonment. On these facts, that date is February 28, 2025. The Landlord testified that the rental unit was re-rented as of March 2025, and I am satisfied the Landlord took reasonable steps to mitigate.
9. The rent arrears and daily compensation owing to February 28, 2025 are \$7,530.56.
10. The Landlord is entitled to \$40.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 2 cheques given by or on behalf of the Former Tenant which were returned NSF.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,882.64 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
13. Interest on the rent deposit, in the amount of \$23.34 is owing to the Former Tenant for the period from September 1, 2024 to February 28, 2025.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$7,530.56, which represents rent and compensation owing up to February 28, 2025.
2. Then Former Tenant shall also pay the Landlord \$40.00 for bank charges and related administration charges for cheques given by or on behalf of the Former Tenant which were returned NSF
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$1,905.98 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
5. The total amount the Former Tenant owes the Landlord is \$5,850.58*. See Schedule 1 for the calculation of the amount owing.

6. If the Former Tenant does not pay the Landlord the full amount owing on or before May 11, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 12, 2026 at 4.00% annually on the balance outstanding.

April 30, 2026

Date Issued

Colin Elsby

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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To February 28, 2025	\$7,530.56
NSF Charges	\$40.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,882.64
Less the amount of the interest on the last month's rent deposit	- \$23.34
Total amount owing to the Landlord	\$5,850.58