



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

**File Number:** LTB-L-016412-26

**In the matter of:** 706, 100 LANCASTER DR  
WELLAND ON L3C6M1

**Between:** Skyline Real Estate Holdings Inc. C/O Landlord  
Skyline Living

**And**

Ethan Fawcett Tenant  
Yihan Tang

Skyline Real Estate Holdings Inc. C/O Skyline Living (the 'Landlord') applied for an order requiring Ethan Fawcett and Yihan Tang (the 'Tenant') to pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on April 30, 2026.

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

As of 1:50 p.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 Tenant vacated the rental unit on March 31, 2026. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Tenant did not pay the total rent they were required to pay for the period from February 1, 2026 to March 31, 2026.
3. The lawful rent is \$1,599.00. It is due on the 1st day of each month.
4. The Tenant has not made any payments since the application was filed.
5. The tenancy ended on March 31, 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 rent arrears and daily compensation owing to March 31, 2026 are \$3,198.00.
7. The Landlord collected a rent deposit of \$1,599.00 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.
8. Interest on the rent deposit, in the amount of \$22.36 is owing to the Tenant for the period from August 1, 2025 to March 31, 2026.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord claimed \$75.00 in NSF charges on the L9 Application. At the hearing, the Landlord's legal representative clarified that these were charges incurred as a result of pre-authorized debit charges that did not clear.
11. In my view, the term "cheque" in the *Residential Tenancies Act, 2006*, SO 2006, c 17, does not include pre-authorized debit payments.
12. I adopt the reasoning articulated by LTB Member Lucas Gindin in LTB-L-071349-23 at paras. 14 – 17 in support of this interpretation of the Act:

14. The modern approach to statutory interpretation requires that the words of ss. 87 (5) "be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of Parliament": *Rizzo & Rizzo Shoes Ltd. (Re)*, 1998 CanLII 837 (SCC), [1998] 1 S.C.R. 27, at para. 21, quoting *Elmer Driedger, Construction of Statutes*, 2nd ed. (Toronto: Butterworths, 1983), at p. 87.

15. The term "NSF" appears approximately 23 times in the Act and in each occasion it is specified to refer specifically to cheques. In a grammatical and ordinary sense, the inclusion suggests a narrow interpretation of NSF to apply specifically to payments made by cheque. This is consistent throughout the Act. This section has been amended as recently as 2020.

16. The Act, however, does acknowledge the distinction between rent payments made by cheque and other methods, such as in s. 108, which specifies requirements related both to "cheques or other negotiable instruments for payment of rent" and "automatic debiting of the tenant's... account", referring to PAPs.

17. It is clear the intention of the Act was to limit the scope of NSF payments specifically to cheques.

13. Therefore, the claims related to NSF charges are dismissed.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$1,762.64. This amount includes rent arrears owing up to March 31, 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 May 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 16, 2026 at 4.00% annually on the balance outstanding.

**May 4, 2026**  
**Date Issued**

---

Jeremy Henderson  
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.