



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

File Number: LTB-L-016731-26

In the matter of: 510, 475 KING ST. E.
KITCHENER ON N2G0E6

Between: Drewlo Holdings Inc. Landlord

And

Luis Villalta Mestanza Tenant

Drewlo Holdings Inc. (the 'Landlord') applied for an order requiring Luis Villalta Mestanza (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 May 11, 2026.

Only the Landlord's representative, Anna Glen, attended the hearing.

As of 10:17 a.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. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The Tenant did not pay the total rent they were required to pay for the period from January 1, 2026, to January 31, 2026.
3. The lawful rent is \$1,017.00. 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 rent arrears owing to January 31, 2026, are \$1,017.00.
6. The Landlord is claimed \$20.00 to reimburse the Landlord for administration charges and \$5.00 for bank fees the Landlord incurred as a result of cheques given by or on behalf of the Tenant which was returned NSF. At the hearing, the Landlord's representative clarified that these were charges incurred as a result of pre-authorized debit charges that did not clear.
7. In my view, the term "cheque" in the *Residential Tenancies Act, 2006*, SO 2006, c 17, does not include pre-authorized debit payments.

8. 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.

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

10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,203.00. This amount includes rent arrears owing up to January 31, 2026, and the cost of the application and unpaid NSF charges.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 31, 2026, at 4.00% annually on the balance outstanding.

May 19, 2026
Date Issued

Jeremy Henderson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.