



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sood v Hawkins, 2026 ONLTB 41442

Date: 2026-05-26

File Number: LTB-L-011110-26

In the matter of: 3598 CAROLINIA COURT
RIDGEWAY ON L0S1N0

Between: Randeep Sood Landlord

And

Jessica Amanda Hawkins Tenants
Gregory Gibson

Randeep Sood (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Amanda Hawkins and Gregory Gibson (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe.
- the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully caused undue damage to the premises.

This application was heard by videoconference on May 14, 2026. Only the Landlord attended the hearing.

As of 11:50 a.m., the Tenants were 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.

The Landlord elected to only pursue the claim for rent arrears. Therefore, the application was amended to remove the claim for impaired safety and undue damage. This order reflects that change.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on March 14, 2026. Rent arrears are calculated up to the date the Tenants vacated the unit
4. The lawful rent is \$3,750.00. It was due on the 15th day of each month.
5. The Tenants has not made any payments since the application was filed.
6. The rent arrears owing to March 14, 2026 are \$10,828.83.
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 \$3,750.00 from the Tenants 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 \$65.59 is owing to the Tenants for the period from May 15, 2025 to March 14, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of March 14, 2026, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$7,199.24. This amount includes rent arrears owing up to the date the Tenants 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 Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before June 6, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 7, 2026 at 4.00% annually on the balance outstanding.

May 26, 2026
Date Issued

Curtis Begg
Member, Landlord and Tenants 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 Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$10,828.83
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,750.00
Less the amount of the interest on the last month's rent deposit	- \$65.59
Total amount owing to the Landlord	\$7,199.24