



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-023287-26

In the matter of: 2, 14 PARK ST
WELLAND ON L3B4M2

Between: Philip Gabany Landlords
Nicole Gabany

And

Kristen Emily Walker Tenant

Philip Gabany and Nicole Gabany (the 'Landlords') applied for an order to terminate the tenancy and evict Kristen Emily Walker (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 21, 2026.

Only the Landlord, Philip Gabany attended the hearing.

As of 9:42 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:

Amending the application

1. At the hearing, the application was amended to add Nicole Gabany as a Landlord, as both Philip Gabany and Nicole Gabany are identified as Landlords in the tenancy agreement and on the N4 Notice of Termination. The application, as filed, named only Philip Gabany. I am satisfied that no prejudice arises to the Tenant as a result of this amendment because the N4 Notice properly identified both Landlords in accordance with the tenancy agreement, thereby providing the Tenant with adequate notice of the parties to the proceeding. Further, the Tenant did not attend the hearing to make submissions opposing the amendment.
2. I also raised the issue that the application did not accurately reflect the amount of arrears outstanding as of the date the application was filed. The application was filed on March 14, 2026, but reflected arrears only to February 28, 2026. I am satisfied that amending the

application to reflect arrears owing to March 31, 2026 does not prejudice the Tenant. The Tenant was served with the N4 Notice of Termination setting out the arrears claimed, made no payments following service of that notice, and ought reasonably to have been aware of the amount outstanding to the Landlords. In addition, the Tenant was properly served with the Notice of Hearing but did not attend the proceeding to contest either the amount owing or the requested amendment. Accordingly, the application is amended to reflect arrears owing to March 31, 2026 in the amount of \$2,200.00.

N4 Notice of termination

3. The Landlords 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.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The Tenant vacated the rental unit on April 7, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit.
6. The lawful rent is \$1,200.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: $\$1,200.00 \times 12$, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to April 7, 2026 are \$2,476.15
10. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlords collected a rent deposit of \$1,200.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
12. Interest on the rent deposit, in the amount of \$60.86 is owing to the Tenant for the period from January 16, 2024 to May 21, 2026.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated as of April 7, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$1,401.29. 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 Landlords owe 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 Landlords the full amount owing on or before June 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 9, 2026 at 4.00% annually on the balance outstanding.

May 28, 2026
Date Issued

Christina Philp
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	\$2,476.15
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,200.00
Less the amount of the interest on the last month's rent deposit	- \$60.86
Total amount owing to the Landlord	\$1401.29