



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

Citation: BARONE v MADILL, 2026 ONLTB 42565

Date: 2026-06-02

File Number: LTB-L-019553-26

In the matter of: 222 HUTCHINSON DR
ALLISTON ON L9R0P9

Between: LUCIANO BARONE Landlord

And

COURTNEY MADILL Tenant

LUCIANO BARONE (the 'Landlord') applied for an order requiring COURTNEY MADILL (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on May 12, 2026 at 10:55 a.m.

The Landlord's agent Mary Barone, the Landlord's representative Berkan Altun, licensed paralegal, the Tenant Courtney Madill and the Tenant's representative Michael Tsinonis, licensed paralegal attended the hearing.

Preliminary Issues:

Request to Amend

1. The parties consented to amend the application to remove Zachary Madill as a party to the application.
2. Section 201(1)(f) of the *Residential Tenancies Act, 2006* (the 'Act') states:

The Board may, before, during or after a hearing, on its own motion and on notice to the parties, amend an application if the Board considers it appropriate to do so and if amending the application would not be unfair to any party

3. As the request was undisputed, the application was amended.

Request to Withdraw

4. At the hearing, the Landlord's representative sought to withdraw the Landlord's L2 application citing the Tenant has vacated the unit and the remedy of eviction was therefor moot.
5. As the matter was undisputed by the Tenant, I consented to the request.

Request to Combine/Adjourn

6. As a preliminary matter, the Tenant requested an adjournment of the proceedings, to combine their upcoming T1, T2 and T6 applications with today's L1 application.
7. Section 198(1) of *the Act* allows the Board to hear applications together if it would be fair and expeditious.
8. The Tenant's T1 application is based on allegations claiming interest owing on last month's rent, while the Tenant's T2 and T6 applications are based on allegation of substantial interference and harassment claims as well as allegations the Landlord failed to meet their maintenance obligations regarding appliances in the rental unit. Today's hearing, The Landlord L1 application is based on an N4 notice for arrears of rent.
9. The Landlord's representative objected to the adjournment and related request to combine due to the prejudice an adjournment would cause the Landlord as the arrears were significant.
10. After taking submissions from the parties, there are no overlapping issues or claims made between these applications. The two applications trigger different sections of *the Act* and have different legal tests. As such, it is very unlikely that having the matters heard separately would result in inconsistent findings.
11. Further, the Tenant has failed to articulate how the applications will have potentially overlapping allegations, incidents, complaints, and if the parties will rely on the same witness, evidence, or submissions in both matters. As such, I find there is no risk for inconsistent findings if the applications were to be heard separately, as the claims do not overlap.
12. Section 183 of *the Act* states that the Board shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
13. I find that the Tenant received adequate notice of the hearing today and is represented. Both sides were present at the hearing and the Tenant had received the Landlords' evidence at least 7 days before the hearing in accordance with LTB Rule of Procedure 19. I am therefore satisfied that the Tenants had an adequate opportunity to know the issues and be heard on the L1 matter.
14. As a result, the request to combine the applications is denied and the Tenant's request to adjourn the matter is also accordingly denied.

Determinations:

15. The Tenant vacated the rental unit on March 6, 2026. The Tenant was in possession of the rental unit on the date the application was filed.
16. The Landlord amended their application to an L9 application solely for arrears of rent and the filing fee. The Landlord was seeking the arrears and fees outstanding to March 6, 2026.
17. The Tenant did not pay the total rent they were required to pay for the period from December 1, 2025 to March 6, 2026.
18. The lawful rent is \$2,600.00. It is due on the 1st day of each month.
19. The Tenant has not made any payments since the application was filed.
20. The Landlord claimed the Tenant vacated the unit on March 6, 2026, and therefore is seeking arrears to this date, as this was the first date the Landlord became aware the unit was vacant. Entered into evidence was email correspondence dated March 6, 2026 from the Tenant's representative to the Landlord's representative stating the rental unit is now vacant and apologizing for the lack of notice. The Tenant claimed the Tenant vacated the unit prior to this date and arrears were only owing to January 2026. Entered into evidence was email correspondence dated April 27, 2026 from the Landlord's representative to the Tenant's representative requesting utility arrears to February 28, 2026 referencing an earlier claim the Tenant made that they vacated. The Tenant's representative claims this correspondence supports the claim the Tenant vacated prior to the date claimed by the Landlord.
21. After considering all of the evidence, based on a balance of probabilities, the tenancy ended on March 6, 2026 as a result of the Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Based on the Tenant's own submissions, no termination date was communicated to the Landlord prior to March 6, 2026 and while I sympathize with the Tenant that while either he or the Tenant's representative may have been ill during the intervening period, I do not accept this as a reason why notice could not have been provided if indeed the Tenant had vacated prior to March 6, 2026. I further do not accept that the correspondence dated April 27, 2026 in any way shows the Landlord acknowledges an earlier move-out date; the email is about utility arrears and requests an interim payment using the terminology 'for now' and in no way establishes a mutually agreed upon termination date. Accordingly, the Tenant's obligation to pay rent ended on the date they vacated the unit, which based on the evidence is March 6, 2026 the date the Landlord was informed that the unit was vacant, and therefore also ended on that date.
22. Therefore, rent arrears and daily compensation owing to March 6, 2026 are \$8,312.88. Entered into evidence was a detailed rent ledger for the duration of the tenancy showing the rent charged, date received, and the amount received to corroborate the Landlord's submissions.
23. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

24. The Landlord collected a rent deposit of \$2,600.00 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.

25. Interest on the rent deposit, in the amount of \$136.95 is owing to the Tenant.

It is ordered that:

L9 Application

1. The Tenant shall pay to the Landlord \$5,761.93. This amount includes rent arrears owing up to March 6, 2026 and the cost of the application, less the rent deposit and the interest owing on the rent deposit.
2. If the Tenant does not pay the Landlord the full amount owing on or before June 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 14, 2026 at 4.00% annually on the balance outstanding.

L2 Application

3. The Landlord's L2 application is withdrawn.

June 2, 2026
Date Issued

Greg Witt
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.

