



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-022707-26

In the matter of: Unit 504, 47 VILLAGE DR
KINGSTON ON K7K6K6

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

And

Patti Doucette Tenant
Howard Edwards

Skyline Real Estate Holdings Inc., C/O Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Patti Doucette and Howard Edwards (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on May 20, 2026.

Only the Landlord's Representative, Patricija Anjo, attended the hearing.

As of 9:49 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:

Rent Arrears

1. The Landlord 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,928.43. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$63.40. This amount is calculated as follows: $\$1,928.43 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$5,778.13.

NSF Fees, Rent Deposit, Interest

7. The Landlord is claiming to \$60.00 for administration charges and \$15.00 for bank fees the Landlord incurred because of the Tenants rental payments being rejected due to insufficient funds.
8. The Landlord's Representative states that the Tenant pays their rent by automatic payments processed through their bank. Their position is that s. 87(5) of the Act applies, even though the Tenants do not pay their rent by cheque. They ask that I rely on the order issued in LTB-L-076068-26 to make my determination.

Supporting Case - *LTB-L-076068-26*

9. In the order, at para. 12, the presiding Member states:

"I agree with the position of the Landlord. While the Act specifically describes 'NSF cheques', it is fair to deviate from the strict reading of the verbiage. In the modern world, cheques are rarely used. Landlord have been known to accept a variety of methods for payment, including virtual payments that may still be found to be 'NSF'. I find the intent of the legislation is to compensate landlords for time and effort needlessly expended as result of a tenant's NSF payment, regardless of its format".

This case is not binding on me, and I do not find it persuasive for the reasons outlined below.

Legislation

10. Section 87(5) of the Act states:

(5) On an application by a landlord under this section, the Board may include the following amounts in determining the total amount owing to a landlord by a tenant or former tenant in respect of a rental unit:

1. The amount of NSF cheque charges claimed by the landlord and charged by financial institutions in respect of cheques tendered to the landlord by or on behalf of the tenant or former tenant, to the extent the landlord has not been reimbursed for the charges.
2. The amount of unpaid administration charges in respect of the NSF cheques, if claimed by the landlord, that do not exceed the amount per cheque that is prescribed as a specified payment exempt from the operation of section 134. 2006, c. 17, s. 87 (5); 2020, c. 16, Sched. 4, s. 18 (3).

Intent of the legislation

11. While I do agree with the Member that it is fair to deviate from the strict reading of the verbiage, I do not believe that it would be appropriate to do so with respect to s. 87(5) in the matter before me. This section of legislature is drafted very specifically, and I believe it was done so with intent that this section strictly applies to “NSF” fees incurred by a cheque. I agree with the Member that in the modern world, cheques are hardly used. To consider this position and what the legislature intended when drafting this section, I put my mind to when this section was last amended, as I believe this is crucial to determining what was considered the “modern world” at the time.

Amendment to s. 87(5)

12. Section 87(5) was last amended through the *Protecting Tenants and Strengthening Community Housing Act*, 2020. The amendments made, did not include an expansion of the payment methods applicable, and it remained that the section only applies to payment made by cheques. When legislature was considering these amendments in 2020, I believe they were aware of the many available payment options of the modern world and still, chose to leave the section restricted to payments made by cheque.
13. Therefore, I am denying the Landlords claim for compensation related to NSF fees and administration charges.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,876.39 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.
16. Interest on the rent deposit, in the amount of \$8.74 is owing to the Tenant for the period from March 1, 2026, to May 20, 2026.

Relief from Eviction

17. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. As the matter was uncontested, I could not consider the circumstances of the Tenant which led them to being in arrears. The Tenant has made no payments towards the arrears since the application was filed. The Landlord's Representative was not aware of any circumstances that would cause me to exercise my discretion under s. 83.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$7,892.56 if the payment is made on or before June 15, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 15, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 15, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,418.57. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$63.40 per day for the use of the unit starting May 21, 2026, until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before June 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 15, 2026, then starting June 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 16, 2026.

June 4, 2026
Date Issued

Chris Hall
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on December 16, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 15, 2026

Rent Owing To June 30, 2026	\$7,706.56
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Total the Tenant must pay to continue the tenancy	\$7,892.56

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$5,117.70
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount of the last month's rent deposit	- \$1,876.39
Less the amount of the interest on the last month's rent deposit	- \$8.74
Total amount owing to the Landlord	\$3,418.57
Plus daily compensation owing for each day of occupation starting May 21, 2026	\$63.40 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	