



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

File Number: LTB-L-025140-26

In the matter of: B, 908 KELSOWOOD LANE
FERGUS ON N1M3R8

Between: Williams & McDaniel Property Management Landlord

And

Angela Gallagher Tenant

Williams & McDaniel Property Management (the 'Landlord') applied for an order requiring Angela Gallagher (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 28, 2026.

Only the Landlord's Legal Representative, John Anderson attended the hearing.

As of 10:33 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 March 1, 2026 to May 31, 2026.
3. The lawful rent is \$2,463.71. It is due on the 1st day of each month.
4. The Tenant has paid \$1,295.97 to the Landlord after the application was filed.
5. After the application was filed, the last month's rent deposit in the amount of \$2,345.00 was applied against the rent for April, 2026. The Landlord applied this deposit as they believed April, 2026 was to be the last month of the tenancy. The Tenant provided a notice that they intended to vacate on March 31, 2026. The Landlord replied by letter to the Tenant specifying that the Tenant had not provided sufficient notice to terminate the

tenancy on that date, but that the notice was being accepted for termination of the tenancy on April 30, 2026.

6. A copy of this notice and letter were provided to the Board. While the Tenant did not vacate in accordance with this notice, I find it was appropriate for the Landlord to have applied the deposit in these circumstances given they understood that April, 2026 was to be the last month of the tenancy.
7. While the Landlord did not apply the interest owing on the rent deposit, given they have now applied the rent deposit and no further deposit is being held, I find it is appropriate to do so. Interest in the amount of \$178.40 for the period from March 3, 2023 to March 31, 2023, the day before the rent deposit was applied, is applied against the arrears owing.
8. The rent arrears owing to May 31, 2026 after the application of the above noted amounts are \$3,571.16
9. While the Landlord claimed NSF fees, they did not provide proof of entitlement to those fees and the Landlord's Legal Representative acknowledged they were not in relation to cheques, but pre-authorized debits. I find on this basis the Landlord is not entitled to an award for NSF fees.
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 \$3,757.16. This amount includes rent arrears owing up to May 31, 2026 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before June 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 17, 2026 at 4.00% annually on the balance outstanding.

June 5, 2026
Date Issued

Benjamin Seigel
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.