



Order under Section 69 Residential Tenancies Act, 2006

Citation: MacPherson v Devine, 2026 ONLTB 47053

Date: 2026-06-17

File Number: LTB-L-108106-25

In the matter of: Unit #3, 70 WILLIAM ST W
WATERLOO ON N2L1J7

Between: Shirley MacPherson
Bruce Dotzenroth Landlords

And

Angelita Devine
Brian Devine Tenants

Shirley MacPherson and Bruce Dotzenroth (the 'Landlords ') applied for an order to terminate the tenancy and evict Angelita Devine and Brian Devine (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 8, 2026. The Landlord, Shirley MacPherson ('SM'), and the Tenants attended the hearing.

Determinations:

1. The Landlords 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. However, the Tenants vacated the rental unit on February 28, 2026. The rent arrears are calculated up to the date the Tenants vacated the unit.
3. The lawful rent is \$2,164.28. It was due on the 1st day of each month.
4. The Tenants have not made any payments since the application was filed. The rent arrears owing to February 28, 2026 are \$6,487.12.
5. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. The Landlords collected a rent deposit of \$2,164.28 from the Tenants and this deposit is still being held by the Landlords. The rent deposit is applied to the arrears of rent because the tenancy terminated.

7. Interest on the rent deposit, in the amount of \$14.94 is owing to the Tenants for the period from November 1, 2025 to February 28, 2026.
8. It was the Tenants' evidence that they were not disputing the arrears. However, it was their view that they should get a discount of \$180.00 for three months of parking that they did not use.
9. It was not disputed that the lease agreement included two parking spots. It was the Tenants' evidence that they lost one of their vehicles in or around November 2025 and that SM was aware of this because she was frequently at the property and they told her they lost the vehicle. However, when the Tenants were asked if they had advised the Landlords that they would no longer be using one of the parking spots the Tenants acknowledged they did not. They also acknowledged that they did not ask the Landlords for a refund of the parking on the basis that they would no longer be using one of the parking spots.
10. Based on the evidence and submissions provided, I am not satisfied that the Tenants properly advised the Landlords that they no longer required one of the parking spots and, as such, wanted a refund. Simply because the Tenants had lost one of their vehicles does not automatically entitle them to a refund of a parking spot. It is not for a landlord to assume what a tenant's intentions are with a parking spot. It is not uncommon for tenants to continue to have and pay for parking when they don't have a vehicle as a parking spot can be used for things like guest parking and rental vehicles. For these reasons, I find the Tenants are not entitled to any reduction of the rent arrears.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated as of February 28, 2026, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlords \$4,493.90. 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 Landlords owe 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 Landlords the full amount owing on or before June 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 29, 2026 at 4.00% annually on the balance outstanding.

June 17, 2026
Date Issued

Rachel Gibbons
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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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	\$6,487.12
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,164.28
Less the amount of the interest on the last month's rent deposit	- \$14.94
Total amount owing to the Landlords	\$4,493.90