



Order under Section 69 Residential Tenancies Act, 2006

Citation: SKPM RENTS 3 v HICKSON, 2026 ONLTB 48361

Date: 2026-06-23

File Number: LTB-L-030314-26

In the matter of: 211, 301 DIXON RD
ETOBICOKE ON M9R1S2

Between: SKPM RENTS 3 Landlord

And

DELLANA HICKSON
NOEL WRIGHT Tenant

SKPM RENTS 3 (the 'Landlord') applied for an order to terminate the tenancy and evict DELLANA HICKSON and NOEL WRIGHT (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 17, 2026.

The Landlord's Legal Representative, Sharon Harris, and the Tenant, Dellana Hickson ("DH"), attended the hearing.

Determinations:

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. The Tenant was in possession of the rental unit on the date the application was filed.
3. DH testified that she returned the keys to the rental unit to the Landlord by placing the keys in the Landlord's drop box on June 15, 2026 pursuant to the Landlord's superintendent or building manager's instructions. The Tenant testified that a walkthrough of the rental unit was done by the Landlord.
4. The Landlord's Legal Representative was unable to confirm or deny the Tenant vacating the rental unit.

5. Based on the submissions before the Board, I find that the Tenant vacated the rental unit on June 15, 2026. I prefer the Tenant's direct evidence and recollection. The Landlord did not provide any direct evidence to contradict the Tenant's evidence nor did the Landlord bring any witnesses to contest the Tenant's evidence. The Landlord's Legal Representative was only able to inform the Board that she contacted the Landlord and was informed that the Landlord could not confirm if the Tenant returned the keys.
6. As such, rent arrears are calculated up to and including June 15, 2026, the date the Tenant vacated the unit. Given that the Landlord served the Tenant with a N4 Notice, there is no requirement for the Tenant to provide the standard 60 days notice to vacate.
7. The lawful rent is \$1,847.55. It was due on the 1st day of each month.
8. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
9. The rent arrears owing to June 15, 2026 are \$5,218.33.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,707.47 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
12. Interest on the rent deposit, in the amount of \$16.31 is owing to the Tenant for the period from January 1, 2026 to June 15, 2026.
13. The Tenant sought to raise issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant filed their evidence of the issues by emailing the Board on June 2, 2026. However, the Tenant did not serve the Landlord with the evidence and did not provide the Landlord with a written description of the issues they intended to raise at the hearing as required under section 82 of the Act and Rule 19.4 of the Board's Rules of Procedure.
14. The Tenant also provided no evidence that they were unable to comply with the disclosure requirements and as a result, the Tenant was not permitted to raise any issues under section 82 of the Act. The Tenant still has an opportunity to bring their own application(s) against the Landlord to address the issues the Tenant sought to raise at this hearing under section 82.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of June 15, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$3,680.55. 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 Landlord owes 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 Landlord the full amount owing on or before July 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 5, 2026 at 4.00% annually on the balance outstanding.

June 23, 2026

Date Issued

Vicky Liu

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	\$6,218.33
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Less the amount of the last month's rent deposit	- \$1,707.47
Less the amount of the interest on the last month's rent deposit	- \$16.31
Total amount owing to the Landlord	\$3,680.55