



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-030193-26

In the matter of: 6721 ROSEVILLE GARDEN DR
WINDSOR ON N8T1J3

Between: STEPHEN MATTHEWS Landlord

And

MARQUEZ BORDERS Tenant

STEPHEN MATTHEWS (the 'Landlord') applied for an order to terminate the tenancy and evict MARQUEZ BORDERS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on June 16, 2026.

Only the Landlord's legal representative, Richard Lammers, attended the hearing.

Throughout the entire hearing block, 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:

L1 application:

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. The Tenant vacated the rental unit on May 13, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit

4. The lawful rent is \$825.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 13, 2026 are \$4,552.56.
7. There is no last month's rent deposit.
8. The Landlord also incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

L2 application:

9. The Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement.
10. The Landlord presented copies of the invoices for electricity and water/sewage charges from Enwin.
11. Based on the uncontested evidence before me, I find that the Landlord has incurred reasonable out-of-pocket expenses of \$2,030.93 as a result of the Tenant's failure to pay electricity and/or water costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 13, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$4,738.56. 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. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay to the Landlord \$2,030.93, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
4. The total amount the Tenant shall pay the Landlord is \$6,769.49.
5. 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

Jana Rozehnal
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 for L1 Application:

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$4,552.56
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$4,738.56