



**Order under Section 87
Residential Tenancies Act, 2006**

File Number: LTB-L-096873-25

In the matter of: 2, 32 LACROIX ST
CHATHAM ON N7M2T6

Between: GUY STUART SHIELDS Landlord

And

DIANNA SCOTT Former Tenants
SHAWN ASKIN

GUY STUART SHIELDS (the 'Landlord') applied for an order requiring DIANNA SCOTT and SHAWN ASKIN (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

This application was heard by videoconference on April 21, 2026.

Only the Landlord's Legal Representative, Jason Dudley, attended the hearing.

As of 9:29 a.m., the Former Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Landlord. 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 explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay the Landlord \$7,692.20.
2. I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. These documents were served on February 5, 2026, by handing the documents to the Former Tenants personally.
4. The Former Tenants vacated the rental unit on October 20, 2025.
5. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

8. The lawful rent was \$1,775.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$58.36. This amount is calculated as follows: \$1,775.00 x 12, divided by 365 days.
10. The Former Tenants have not made any payments since the application was filed.
11. The Former Tenants are no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenants' obligation to pay rent ended on November 30, 2025. The rent arrears and daily compensation owing to November 30, 2025, are \$7,692.20.
12. The Landlord's Legal Representative submitted that the Former Tenants did not provide any notice to the Landlord and just vacated the rental unit even though the Landlord was attempting to work with the Former Tenants to resolve the arrears outstanding.
13. Section 88(2) of the Act is states:

If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be.

14. Therefore, I am satisfied by the uncontested evidence of the Landlord's Legal Representative that the Former Tenants are required to pay the lawful rent until November 30, 2025, as the Former Tenants did not provide proper notice to the Landlord in accordance with the Act, and the earliest termination date would have been November 30, 2025.
15. 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 \$1,000.00 from the Former Tenants and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
16. Interest on the rent deposit, in the amount of \$37.53 is owing to the Former Tenant for the period from June 1, 2024, to November 30, 2025.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$10,075.00, which represents rent and compensation owing up to November 30, 2025.
2. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.

3. The Landlord owes \$1,037.53 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenants owe the Landlord is \$9,223.47*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenants do not pay the Landlord the full amount owing on or before July 11, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from July 12, 2026 at 4.00% annually on the balance outstanding.

June 30, 2026
Date Issued

Samantha Greaves
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.

* Refer to the attached Summary of Calculations.

**Schedule 1
SUMMARY OF CALCULATIONS**

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To November 30, 2025	\$10,075.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,000.00
Less the amount of the interest on the last month's rent deposit	- \$37.53
Total amount owing to the Landlord	\$9,223.47