



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

File Number: LTB-L-033190-26

In the matter of: 107, 48 WEBER ST W
KITCHENER ON N2H3Z2

Between: The Windermere Apartments Inc. Landlord

And

Sydney Fearon Tenants
Gregory Rosario

The Windermere Apartments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sydney Fearon and Gregory Rosario (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 23, 2026.

Only the Landlord's Representative, Leo Corsetti, attended the hearing.

As of 11:16 a.m., the Tenants were 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.

Preliminary Issue:

1. Tenant Sydney Fearon's interest in the tenancy terminated on March 30, 2026, in accordance with the *Residential Tenancies Act, 2006* (the 'Act').
2. The Tenants are jointly and severely liable for any rent owing to March 30, 2026, and Tenant Gregory Rosario is solely liable for rent owing from March 31, 2026 to the date he vacated the rental unit.

Determinations:

1. The Landlord 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. It was the evidence of the Landlord that the rental unit was found to be vacant during a scheduled fire inspection on May 25, 2026. Tenant Gregory Rosario ('GR') did not inform the Landlord that he had moved out of the rental unit. Based on the uncontested evidence before me, I find GR vacated the rental unit on May 25, 2026.
3. Rent arrears are calculated up to May 25, 2026, the date the Landlord's found the rental unit to be vacant.
4. The lawful rent is \$1,390.00. It was due on the 1st day of each month.
5. The Tenants have not made any payments since the application was filed.
6. The Tenants are jointly and severally liable for \$1,371.19 (February 1, 2026 to March 30, 2026). Tenant GR is solely liable for \$2,578.20 (March 31, 2026 to May 25, 2026).
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,390.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$11.60 is owing to the Tenants for the period from January 1, 2026, to May 25, 2026.

It is ordered that:

1. The tenancy between the Landlord and Tenant Sydney Fearon terminated on March 30, 2026.
2. The tenancy between the Landlord and Tenant Gregory Rosario terminated on May 25, 2026, the date the Tenant gave vacant possession.
3. The Tenants shall pay to the Landlord \$1,371.19. This amount includes rent arrears owing for the period from February 1, 2026 to March 30, 2026).
4. Tenant Gregory Rosario shall pay to the Landlord \$1,362.60. This amount includes rent arrears owing from March 31, 2026, to May 25, 2026 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 Tenant Gregory Rosario.
5. If the Tenants do not pay the Landlord the full amount owing on or before July 7, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 8, 2026, at 4.00% annually on the balance outstanding.

June 26, 2026

Date Issued

Sheena Brar

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.