



**Order under Section 87 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-076713-24

In the matter of: Basement, 103 Clifton Avenue
North York ON M3H 4L2

Between: CARLOS ZAPATA Landlord

And

DANILO MARTINEZ Former Tenant
LUIS MERLOS

CARLOS ZAPATA (the 'Landlord') applied for an order requiring DANILO MARTINEZ and LUIS MERLOS (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenant owes.

CARLOS ZAPATA (the 'Landlord') applied for an order requiring DANILO MARTINEZ and LUIS MERLOS (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on December 18, 2025, at 09:00 am.

Only the Landlord Representative Christina Nastas attended the hearing.

As of 09:30 am, 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.
2. I am satisfied that the Landlord served the Former Tenant 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. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
4. These documents were served on November 17, 2025, by handing them to the Former Tenant at their current address. This was supported by pictures taken at the time of service and text message from the Former Tenants following, both entered in evidence.
5. The Former Tenants vacated the rental unit on May 5, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

8. The lawful rent was \$1,903.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$62.56. This amount is calculated as follows: $\$1,903.00 \times 12$, divided by 365 days.
10. The Former Tenants have not made any payments since the application was filed.
11. The Former Tenant 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 Tenant's obligation to pay rent ended on May 31, 2024.
12. The rent arrears and daily compensation owing to are \$7,715.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damage

15. The Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
16. Specifically, it was the Landlord Representatives submission, supported by pictures entered in evidence, that the Former Tenants caused damage to the flooring, walls, windows, window coverings and interior doors which was discovered upon inspecting the rental unit after determining the Former Tenants had abandoned it.
17. The Landlord incurred reasonable costs of \$3,123.15 to repair the damage and replace property that was damaged and cannot reasonably be repaired. This was supported by invoices entered in evidence.

Rent Deposit

19. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$7,715.00, which represents rent and compensation owing up to May 31, 2024.
2. The Former Tenant shall also pay to the Landlord \$3,123.15, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenants owe the Landlord is \$11,024.15.
5. If the Former Tenants do not pay the Landlord the full amount owing on or before January 17, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from January 18, 2026, at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Kelly Delaney
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 May 31, 2024	\$7,715.00
Damage Costs	\$3,123.15
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$11,024.15