



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

File Number: LTB-L-088488-25

In the matter of: 47 HILLARY AVE
TORONTO ON M6N2C1

Between: Nagesh Palepu Landlord

And

Hope Adler Tenant

Nagesh Palepu (the 'Landlord') applied for an order to terminate the tenancy and evict Hope Adler (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 15, 2025.

Only the Landlord attended the hearing.

As of 2:48 p.m., 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:

Preliminary Issue: Tenant is still in possession

1. The Landlord had indicated on the L1/L9 Information Update Sheet that the Tenant had vacated the rental unit on August 1, 2025. At the hearing, the Landlord testified that the Tenant's roommate had vacated the property on August 1, 2025 and they told the Landlord that the Tenant had not been in the rental unit for months and she had disconnected the hydro.
2. The Landlord testified that he met with the Tenant on August 10, 2025 at the rental unit and she told him she was still living in the unit. The Landlord also submitted an email from the Tenant he received on December 14, 2025 where the Tenant sought for more time to vacate the unit as she has been in the hospital for the last month.
3. Based on the evidence provided by the Landlord, I am satisfied that the Tenant was in possession of the rental unit when the application was filed.

L1 Application:

4. The LTB terminated this tenancy as of December 19, 2025 via a non-voidable eviction order in LTB-L-088488-25. As a result, the eviction portion of the Landlord's application is moot, and the matter proceeded as an application for arrears only.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,400.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: $\$2,400.00 \times 12$, divided by 365 days.
8. The Tenant has paid \$600.00 to the Landlord since the application was filed.
9. The rent arrears owing to December 31, 2025 are \$12,078.90.
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 \$2,400.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
12. The Landlord stated that he had given \$1,200.00 of the last month's rent deposit to the joint tenant that had vacated in August 2022. The Landlord provided no evidence, oral or documentary, to support that the Tenant agreed to the last month's rent deposit to be partially paid to the joint tenant. Therefore, I find that the last month's rent deposit is \$2,400.00.
13. Interest on the rent deposit, in the amount of \$223.40 is owing to the Tenant for the period from March 27, 2022 to December 15, 2025.'

It is ordered that:

1. The Tenant shall pay to the Landlord \$8,740.60. This amount includes rent arrears owing up to the date of termination of December 19, 2025 and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
2. If the Tenant does not pay the Landlord the full amount owing on or before January 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.

January 8, 2026
Date Issued

Allana McComb
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.