



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

**File Number:** LTB-L-100577-25

**In the matter of:** 1204, 2020 SHEPPARD AVE W  
TORONTO ON M3N1A3

**Between:** CAPREIT 2 Limited Partnership Landlord

**And**

Phillip Tatham Tenant

CAPREIT 2 Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Phillip Tatham (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 14, 2026.

Only the Landlord's legal representative, Jason Paine, attended the hearing.

As of 9:51 a.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:**

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 November 29, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,165.00. 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 November 29, 2025, are \$2,064.22.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.
9. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
10. This order contains all reasons for the determinations and order made. No further reasons will be issued.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of November 29, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$2,250.22. 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. If the Tenant does not pay the Landlord the full amount owing on or before February 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 3, 2026, at 4.00% annually on the balance outstanding.

**January 22, 2026**

**Date Issued**

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**Greg Brocanier**

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**

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

|                                           |                   |
|-------------------------------------------|-------------------|
| Rent Owing to Move Out Date               | \$2,064.22        |
| Application Filing Fee                    | \$186.00          |
| <b>Total amount owing to the Landlord</b> | <b>\$2,250.22</b> |