



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

File Number: LTB-L-089717-25

In the matter of: 101, 10 GARFELLA DR
ETOBICOKE ON M9V2E9

Between: SiteLine (10 Garfella) Inc. Landlord

And

Oraha Moshe Tenant
Awikel Nissan

SiteLine (10 Garfella) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Oraha Moshe and Awikel Nissan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 12, 2026.

Only the Landlord's Legal Representative, Sara Ginman attended the hearing.

As of 9:48 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 October 31, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$1,140.37. It was due on the 1st day of each month.
5. The Tenant has paid \$1,571.27 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2025 are \$709.47.

7. The Landlord collected a rent deposit of \$679.47 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
8. Interest on the rent deposit, in the amount of \$517.64 is owing to the Tenant for the period from January 1, 2000 to October 31, 2025.
9. The Landlord collected a key deposit of \$30.00. The Landlord requested that this order include the amount they are required to refund the Tenant for the deposit. I see no prejudice from including the key deposit in this order since it must be refundable under the Act and it will assist with reconciling the amounts the parties owe each other now that the tenancy has ended. The key deposit will be deducted from any amount owing by the Tenant.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 31, 2025, the date the Tenant moved out of the rental unit.
2. The Landlord shall pay to the Tenant \$517.64. The Tenant owes the Landlord rent arrears owing up to the date the Tenant moved out of the rental unit. The amount of rent deposit and interest the Landlord owes on the rent deposit exceeds the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Landlord does not pay the Tenant the full amount owing on or before February 23, 2026, the Landlord will start to owe interest. This will be simple interest calculated from February 24, 2026 at 4.00% annually on the balance outstanding.

February 12, 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.

Schedule 1
SUMMARY OF CALCULATIONS

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

Rent Owing To Move Out Date	\$2,280.74
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,571.27
Less the amount of the last month's rent deposit	- \$679.47
Less the amount of the interest on the last month's rent deposit	- \$517.64
Less the amount of the key deposit	-\$30.00
Total amount owing to the Landlord	\$(517.64)