



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

File Number: LTB-L-089644-25

In the matter of: B2, 283 GEORGE ST
TORONTO ON M5A2N2

Between: LILIE LI Landlord

And

RAFAEL ORTEGA Tenant

LILIE LI (the 'Landlord') applied for an order to terminate the tenancy and evict RAFAEL ORTEGA (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a 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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,000.00 to the Landlord since the application was filed.
6. The Landlord claims that the rent arrears owing to January 31, 2026, are \$3,000.00, which is for September 2025 rent and January 2026 rent.
7. The only portion of the arrears claimed that is in dispute is \$1,500.00 for September 2025's rent. The Tenant's position is that the amount was paid, and the Landlord's position is that it was not paid.
8. The parties do not dispute that January 2026's rent was outstanding at the time of the hearing in the amount of \$1,500.00.

9. The parties confirmed that the Tenant sent the Landlord payment for September 2025 rent on September 4, 2025.
10. The Landlord testified that she received a message in relation to an email money transfer being sent from the Tenant and that it required her to enter a password. She found it odd that she required a password as she has automatic deposit set up with her bank so that there is no password required when someone sends her an email money transfer.
11. The Landlord further testified that after she entered the password for the email transfer, she received a message that the page was blocked, at which time she advised the Tenant that she did not receive the funds.
12. The Landlord testified that she contacted her bank, and they confirmed the email transfer was not deposited, and it could not be traced as they believe as scammer somehow intercepted the email transfer from being deposited into her bank account. The Landlord's bank advised her that it is up to the sender's bank, which would be the Tenant's bank to trace the amount and claim it through their insurance and to provide the Tenant with the money back.
13. The Landlord testified that she has also tried to notify the police of the scam, but was told that there is nothing the police can do.
14. The Tenant testified that the money left his account, and that his bank confirmed that the email transfer was successfully deposited by the Landlord. The Tenant continues to contact his bank to advise them of what the Landlord's bank is advising, but the Tenant's bank said there is nothing they can do.
15. Both the Landlord and the Tenant provided documentation to support their testimony.
16. I have considered all the submissions and documentation provided by the parties, and I find that the Tenant has complied with his obligation to send the Landlord the September 2025 rent and therefore, that amount is not outstanding.
17. The Landlord knew that she did not require a password to accept an email transfer as she has auto deposit set up with her bank, but she proceeded to attempt to deposit the amount. Although the Landlord's mistake was innocent as I do not believe that the Landlord knew that this was a 3rd party scam, I still cannot find that the Tenant failed to satisfy their obligation to pay rent under the Act and the tenancy agreement.
18. The parties sought an order from the Board to "push the Tenant's bank", as they would like for the Landlord to obtain the money the money back.
19. The Board does not have the jurisdiction or the ability to make an order against a 3rd party, as the Board only has the jurisdiction to make orders in relation to the Residential Tenancies Act, 2006.
20. I find that the N4 is invalid because rent wasn't owing at the time the N4 was served on the Tenant, which is outlined in my determinations.
21. If January 2026 rent is still outstanding, the Landlord can pursue this through a new N4 notice to the Tenant and file a new application.

It is ordered that:

1. The Landlord's application is dismissed.

February 10, 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.