



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

File Number: LTB-L-099266-25

In the matter of: 607, 30 TRETTI WAY
NORTH YORK ON M3H0E3

Between: Swapnil Kadu
Resha Kerkar
Landlords

And

Lidiane De Oliveira Sousa
Mickeias De Oliveira Guedes
Tenants

Swapnil Kadu and Resha Kerkar (the 'Landlords') applied for an order requiring Lidiane De Oliveira Sousa and Mickeias De Oliveira Guedes (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on February 4, 2026.

The Landlords, the Tenants and the Tenants' Interpreter, Lara Rodionov attended the hearing.

Determinations:

1. The Tenants vacated the rental unit on December 31, 2025. The Tenants were in possession of the rental unit on the date the application was filed.
2. The Tenants did not pay the total rent they were required to pay for the period from March 1, 2025 to December 31, 2025.
3. The lawful rent is \$2,550.00. It is due on the 1st day of each month.
4. The Tenants have paid \$700.00 to the Landlords after the application was filed.
5. It was undisputed that the tenancy ended on as a result of the Tenants moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Tenants' obligation to pay rent also ended on that date.
6. The rent arrears and daily compensation owing to December 31, 2025 are \$8,910.00.
7. The Landlords collected a rent deposit of \$2,550.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit is applied to the arrears of rent because the tenancy is terminated.

8. Interest on the rent deposit, in the amount of \$175.53 is owing to the Tenants for the period from April 1, 2023 to December 31, 2025.

Filing Fee

9. The Tenants requested that I deny the Landlords' request for the filing fee. However, I find that the Landlords are entitled to the filing fee as I was satisfied that the Landlords have proven that the Tenants were in arrears of rent as of the date of filing and the Tenants did not void the rental arrears and the filing fee by paying what the Tenants owes prior to the hearing.
10. The Tenants did not dispute that they owe the rent arrears up to December 31, 2025 when she moved out of the rental unit as claimed by the Landlords.
11. It is the Board's normal practice to award a landlord its costs of filing an application for arrears of rent in any situation where the Tenants were in arrears of rent as of the date the application was filed. This practice is informed by the *Residential Tenancies Act, 2006* (the 'Act'), the Board's Rules of Practice and the Interpretation Guidelines.
12. Subsection 204(1) of the Act states, "the Board may order a party to an application to pay the costs of another party." This provision provides the Board discretionary power to order a party to pay costs.
13. The Board's Interpretation Guideline 3 states "in most cases, the only costs allowed will be the application fee. This should be ordered if the applicant is successful in obtaining an order which allows the relief they asked for in the application, or substantially all of that relief."
14. Similarly, Rule 27.1 of the Board's Rules of Practice states, "if the applicant is successful, the LTB may order the respondent to pay the application fee to the applicant as 'costs.'"
15. Thus, the Board normally exercises its authority to award a landlord its costs of filing a non-payment of rent application where the Tenants is found to be in arrears as of the date the application was filed. However, it is also clear that the award of costs is discretionary.
16. In this case, I find that it is appropriate for the Board to exercise its discretion to award the application filing fee. The Tenants did not dispute that they owed arrears of rent and those arrears of rent have not been paid in full as of the date of the hearing.
17. For these reasons, I find that the Landlords are entitled to be reimbursed for the cost of filing this application.
18. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Request for Payment Plan

19. The Tenants sought a payment plan for the arrears. The Landlords sought a standard eleven-day order for the Tenants to pay or for post-judgment interest to accrue, which the Board may award under subsection 207(7) of the *Residential Tenancies Act, 2006* (the 'Act').

20. I do not find that it would be practical to order a payment plan on an order for rent arrears only.

It is ordered that:

1. The Tenants shall pay to the Landlords \$6,370.47. This amount includes rent arrears owing up to December 31, 2025 and the cost of the application minus the rent deposit and interest owing.
2. If the Tenants do not pay the Landlords the full amount owing on or before February 22, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 23, 2026 at 4.00% annually on the balance outstanding.

February 11, 2026

Date Issued

Christopher Lin

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.