



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

File Number: LTB-L-094781-25

In the matter of: 2ND FRONT, 3151 WESTON ROAD
TORONTO ON M9M2T4

Between: KULWINDER MAND Landlord

And

MARCO ARTURO TORRES CRUZ Tenant

KULWINDER MAND (the 'Landlord') applied for an order to terminate the tenancy and evict MARCO ARTURO TORRES CRUZ (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 2, 2026.

Only the Landlord attended the hearing.

As of 11:01 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:

Preliminary Issue: Amending the Application

1. The Landlord's application claims arrears from 01/11/2024 to 01/11/2025.
2. At the hearing the Landlord clarified that the intended rental period for the arrears claimed on the application should end on October 31, 2025, as the end of the rent period is the last day of each month. The error was made in good faith, and the amount of arrears claimed on the application remains the same.
3. The Landlord requested to amend the application to reflect the correct rental period claimed. Taking into consideration Rule 15 of the Board's Rules of Procedure, the nature of the error, and the amount of arrears remaining unchanged, I am satisfied there is minimal prejudice to the Tenant in granting the request. The application is therefore amended to list the end of the rental period claiming arrears as 31/10/2025.

4. The Landlord's application, however, also omits to claim rent arrears for November 2025. Since the Tenant was not present at the hearing, and such an amendment to claim an additional month would be a material change to the application, I found it unfair in the circumstances to amend the application to claim the additional month. The Landlord, however, elected to proceed with the hearing and waive claim to the rent arrears for November 2025.

L1 Application:

5. 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.
6. At the hearing, the Landlord clarified that there was an error with respect to the end of the rental period claimed on the N4 Notice. The same mistake on the application was made on the N4 Notice. There was no issue with the amount of arrears claimed, only that the end of the rental period should have been entered as "31/10/2025" instead of "01/11/2025". The N4 Notice is also missing the totals owing on the second page, although a plain reading of the notice shows that the amount of arrears owing is the same as the total listed on the first page of the N4 Notice. The unit number is also missing from the address portion of the N4 Notice; however, the Landlord confirmed the residential complex is rented only to the Tenant, and the Landlord himself served the notice in the rental unit mailbox. The Landlord confirmed that the Tenant did not communicate any confusion regarding the contents of the N4 Notice. Therefore, having considered the Landlord's submissions and the nature of the errors, I am satisfied that the N4 Notice is substantially compliant with the requirements under the *Residential Tenancies Act, 2006* (the 'Act'), per section 212 of the Act, and is therefore valid.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$2,670.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$87.78. This amount is calculated as follows: \$2,670.00 x 12, divided by 365 days.
10. The Tenant has paid \$1,700.00 to the Landlord since the application was filed.
11. The rent arrears owing to February 28, 2026 are \$21,060.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the Landlord's attempts to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant was also not present, though properly served with a notice of hearing, to provide any submissions for why or how the tenancy should be preserved.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$21,246.00 if the payment is made on or before February 20, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after February 20, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 20, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,751.56. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$87.78 per day for the use of the unit starting February 3, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 21, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 20, 2026, then starting February 21, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after February 21, 2026.

February 9, 2026
Date Issued

Fotoula Hatzantonis
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on August 21, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 20, 2026

Rent Owing To February 28, 2026	\$22,760.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,700.00
Total the Tenant must pay to continue the tenancy	\$21,246.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$20,265.56
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,700.00
Total amount owing to the Landlord	\$18,751.56
Plus daily compensation owing for each day of occupation starting February 3, 2026	\$87.78 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	