



**Order under Section 21.2 of the
Statutory Powers Procedure Act and
Residential Tenancies Act, 2006**

File Number: LTB-L-005537-25-RV

In the matter of: 26, 815 BARBARA CRT
cambridge ON N3H2N3

Between: Stefan Labuda Landlord

And

Sarah wilder Tenant

REVIEW ORDER

Stefan Labuda (the 'Landlord') applied for an order to terminate the tenancy and evict Sarah wilder (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 Application).

Stefan Labuda (the 'Landlord') applied for an order to terminate the tenancy and evict Sarah Wilder (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent; and the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant (L2 Application).

This combined L1/L2 application was heard by videoconference on May 28, 2025, and resolved by order LTB-L-005537-25 issued on July 31, 2025.

On August 7, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On August 8, 2025, interim order LTB-L-00537-25-RV-IN was issued, staying the order issued on July 31, 2025.

This request to review was heard by videoconference on August 25, 2025. On September 24, 2025, LTB-L-005537-25-RV-IN2 was issued, granting the Tenant's review and directing the L1/L2 application to be heard *de novo*.

The Landlord's L1/L2 application was heard *de novo* by videoconference on January 19, 2026.

Only the Landlord attended the hearing.

As of 9:10 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 informed the Board that the Tenant vacated the rental unit on November 16, 2025.

L2 application

2. In the original hearing order LTB-L-005537-25 issued on July 31, 2025, the Member found that the "persistent late rent" ground for termination was proven and ordered the Tenant to pay the rent on time for a period of 12 months, failing which the Landlord could apply for eviction.
3. However, this issue is now moot because the Tenant has moved out.

L1 application

4. 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.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The Tenant vacated the rental unit on November 16, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
7. The lawful rent is \$1,870.11. It was due on the 1st day of each month.
8. The Tenant has paid \$13,375.05 to the Landlord since the application was filed.
9. The rent arrears owing to November 16, 2025, are \$6,172.90.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,824.50 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.
12. Interest on the rent deposit, in the amount of \$74.35 is owing to the Tenant for the period from April 1, 2024, to November 16, 2025.

It is ordered that:

1. Order LTB-L-005537-25 issued on July 31, 2025, is cancelled and replaced by the following:
2. The L2 application is dismissed.
3. The tenancy between the Landlord and the Tenant is terminated as of November 16, 2025, the date the Tenant moved out of the rental unit.
4. The Tenant shall pay to the Landlord \$4,460.05. 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. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 24, 2026 at 4.00% annually on the balance outstanding.

February 19, 2026
Date Issued

Vinuri Sivalingam
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	\$19,547.95
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$13,375.05
Less the amount of the last month's rent deposit	- \$1,824.50
Less the amount of the interest on the last month's rent deposit	- \$74.35
Total amount owing to the Landlord	\$4,460.05