



**Order under Section 87
Residential Tenancies Act, 2006**

File Number: LTB-L-054393-25

In the matter of: 12, 113 VAUGHAN RD
YORK ON M6C2L9

Between: 11537733 Canada Inc.

Landlord

And

SERGIO ACOSTA CALOCA
RUBEN DARIO MADINAVEITIA SALAZAR

Former Tenant

11537733 Canada Inc. (the 'Landlord') applied for an order requiring SERGIO ACOSTA CALOCA and RUBEN DARIO MADINAVEITIA SALAZAR (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on February 17, 2026.

Only the Landlord attended the hearing.

As of 10:46am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. 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. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
4. The application was served on July 3, 2025, by email. The notice of hearing was served on October 20, 2025 by email.

5. The Landlord stated he had written authorization by the Former Tenant to receive documents and notices by email and provided a copy of the tenancy agreement to support his claim. The tenancy agreement indicates the Former Tenant agreed to receive documents and notices by email.
6. The Landlord also submitted a text message that he sent the Former Tenant on October 22, 2025 through Whatsapp, advising the Former Tenant he sent the documents by email. The text message the Landlord sent to the Former Tenant indicated the Landlord's text status as "read".
7. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has provided proper service of the notice of hearing and the application to the Former Tenant.
8. Section 191(2) of the *Residential Tenancies Act*, 2006 (the "Act") deems a notice or document to be validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period.
9. Based on the Landlord's submissions I am satisfied that the Former Tenant was provided proper service of the documents within the required time.
10. The Former Tenant vacated the rental unit on June 30, 2025.
11. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent arrears owing

8. The lawful rent was \$2,100.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The Former Tenant is no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on July 31, 2025.
12. The rent arrears and daily compensation owing to July 31, 2025 are \$4,200.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$2,100.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

16. Interest on the rent deposit, in the amount of \$108.45 is owing to the Former Tenant for the period from July 8, 2023 to July 31, 2025.
17. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
18. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$4,200.00, which represents rent and compensation owing up to July 31, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$2,208.45 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$2,177.55*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before March 7, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 8, 2026 at 4.00% annually on the balance outstanding.

February 24, 2026
Date Issued

Greg Brocanier
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To July 31, 2025	\$4,200.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$108.45
Total amount owing to the Landlord	\$2,177.55