



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

File Number: LTB-L-102821-25

In the matter of: 10, 2373 BLOOR ST W
TORONTO ON M6S1P6

Between: Bloor Willard Gardens Ltd Landlord

And

Daniel Quintana Tenant

Bloor Willard Gardens Ltd (the 'Landlord') applied for an order requiring Daniel Quintana (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on February 23, 2026.

Only the Landlord's legal representative Carrie Aylwin attended the hearing.

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 Tenant vacated the rental unit on December 31, 2025. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Tenant did not pay the total rent they were required to pay for the period from December 1, 2025 to January 31, 2026.
3. The lawful rent is \$2,404.91. It is due on the 1st day of each month.
4. The Tenant has not made any payments since the application was filed.
5. The 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. I make this finding as the Landlord presented evidence that the Tenant requested to terminate the tenancy for December 31, 2025 via an online portal on November 28, 2025.

6. The first date the Tenant would have been able to provide proper 60 days' notice pursuant to the *Residential Tenancies Act* (the Act) was for a termination date of January 31, 2026. The Landlord provided evidence that they began showing the rental unit on November 29, 2025 to prospective tenants however as of the date of the hearing it is still vacant. As a result, I am satisfied that the Tenant owes rent to January 31, 2026.
7. The rent arrears and daily compensation owing to January 31, 2026 are \$4,809.82.
8. The Landlord collected a rent deposit of \$2,290.00 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 is terminated.
9. Interest on the rent deposit, in the amount of \$179.26 is owing to the Tenant for the period from December 6, 2022 to January 31, 2026.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,526.56. This amount includes rent arrears owing up to January 31, 2026 and the cost of the application minus the rent deposit and interest owing.
2. If the Tenant does not pay the Landlord the full amount owing on or before March 7, 2026, the 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

Brett Lockwood
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.