



Order under Section 69 Residential Tenancies Act, 2006

Citation: Domingo v Cakan, 2026 ONLTB 4825

Date: 2026-03-02

File Number: LTB-L-088851-24

In the matter of: 19 SCHELL AVE
NORTH YORK ON M6E2S7

Between: Jose Domingo Landlord

And

Melike Cakan Tenant

Jose Domingo (the 'Landlord') applied for an order to terminate the tenancy and evict Melike Cakan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 5, 2025 and January 12, 2026.

The Landlord and Landlord's representative, Jennifer Macabenta and the Tenant and Tenant's representative, Ali Ahmed, attended the hearing.

Determinations:

Preliminary issue: Does the *Residential Tenancies Act, 2006* apply?

1. The Tenant submitted that the Board lacks the jurisdiction to address the application as there is no Landlord and Tenant relationship between the parties.
2. The Tenant argued that she is in a commercial relationship with the Landlord as she assists the Landlord in finding roommates to live with her in the rental unit and tenants for the Landlord's other properties.
3. However, the parties do not dispute the parties entered into a tenancy agreement, according to which she is the only named tenant, she rents the whole house, and she pays the rent to the Landlord. The parties do not dispute that they agreed that the Tenant can have roommates who can contribute to the rent but ultimately, she is responsible for paying the entire rent to the Landlord. The parties do not dispute that the Landlord owns the property.
4. In the circumstances, I am satisfied that the parties meet the following definitions of "landlord" and "tenant" in sections 2(1) of the Act

“landlord” includes,

(a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,

(b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and

(c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent;

“tenant” includes a person who pays rent in return for the right to occupy a rental unit and includes the tenant’s heirs, assigns and personal representatives, but “tenant” does not include a person who has the right to occupy a rental unit by virtue of being,

a) a co-owner of the residential complex in which the rental unit is located, or

(b) a shareholder of a corporation that owns the residential complex.

5. Given that the parties meet the definitions of “landlord” and “tenant” and they entered into a residential tenancy agreement for the rental unit, I am satisfied that the Act applies to their relationship and to the rental unit. The fact that the Tenant is permitted to have roommates who may contribute to the rent does not change the nature of the parties’ relationship and it is not inconsistent with the Act.
6. It also appears that in the past, the parties have understood that the Act applies. For example, the Landlord filed a previous application with the Landlord and Tenant Board and the Board issued its decision (file number LTB-L-074645-24) dated June 4, 2025. The order requires the Tenant to compensate the Landlord for unpaid utilities. Both parties attended the hearing that resulted in that order and neither party raised the issue of the applicability of the Act. Both parties accepted the Board’s jurisdiction over the tenancy. I find it curious that the Tenant is now challenging the applicability of the Act. In any event, it does not change my decision in that regard.
7. For the reasons stated above, s, I find the Act applies. I delivered my decision on this issue orally at the hearing and proceeded to hear the merits of the application.

Merits of the application

1. 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.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on December 2, 2024. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$6,000.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 2, 2024, are \$27,000.00.
7. The Tenant disputed the amount owing. The Tenant testified that the Landlord discounted their rent for the month of June 2024 and as such, the monthly lawful rent is incorrect for June 2024.
8. The Landlord testified that the Tenant had difficulty paying their rent for the month of May and June 2024, and as such, the Landlord offered to let the Tenant pay half the rent for those months, with the remainder being covered by applying the last month's rent deposit.
9. Section 111 of the Act in conjunction with subsection 12(3) of the General Regulation (O.Reg.516/06) provides the parameters to determine the lawful rent when the Landlord provides a rent discount for timely payment of rent.
10. However, I do not find that the Landlord discounted the rent but rather allowed to the Tenant to cover a portion of the rent owed by applying the last month's rent deposit. There was no reduction in the amount charged. Although using the rent deposit for this purpose was inconsistent with s. 106(10) of the Act, which requires a landlord to use a rent deposit for the rent for the last month/period of the tenancy, I still find that there was no rent discount, and the legal rent is the amount which the Tenant was charged from the beginning of the tenancy, that is \$6,000.00.
11. Therefore, the calculation of the arrears is based on the lawful monthly rent of \$6,000.00. The Tenant did not challenge the rent owing on any other basis.
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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 2, 2024, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$27,186.00. 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. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 14, 2026 at 4.00% annually on the balance outstanding.

March 2, 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	\$27,000.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$27,186.00