



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

File Number: LTB-L-108082-25

In the matter of: Upper Floor, 53 GLENSIDE AVE
Toronto ON M4L2T6

Between: Jeffrey Wilston Landlord

And

Bridget Marzin Tenant
Matt Perry

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order

Jeffrey Wilston (the 'Landlord') applied for an order to terminate the tenancy and evict Bridget Marzin and Matt Perry (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 4, 2026.

Only the Landlord attended the hearing.

As of 1:45 p.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 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 February 26, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,150.00. 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 Tenant advised the Landlord that they were moving out on February 24, 2026, on February 26, 2026 the Landlord attended at the property and found that there were only some furniture still in the unit. On February 28, 2026, the unit was found empty. On this basis, I have considered arrears to February 26, 2026 as it can not be said that the Tenant returned vacant possession on any prior date.
7. The rent arrears owing to February 26, 2026 are \$6,237.68.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,250.00 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 terminated.
10. Interest on the rent deposit, in the amount of \$45.44 is owing to the Tenant for the period from March 13, 2025 to February 26, 2026.
11. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 26, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$4,128.24. 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.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

March 9, 2026
Date Issued

Alicia Johnson
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	\$6,237.68
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,250.00
Less the amount of the interest on the last month's rent deposit	- \$45.44
Total amount owing to the Landlord	\$4,128.24