



Amended
Order under Section 69
Residential Tenancies Act, 2006
and section 21.1 of the Statutory Powers Procedure Act

File Number: LTB-L-107532-25-AM

In the matter of: 491 Ferguson Ave. N.
Hamilton Woodbridge, ON L8L4Z4

Between: Sedef Pelin Gurlek Keles Landlord
Aytekin Keles

And

Breklyn Bertozzi Tenant
Melvin Blackwood

This amended order is issued to correct a clerical error made by the Landlord in their application. The error was not corrected by the Landlord at the hearing on March 2, 2026, despite the Board clearly stating the municipality of the rental unit at the outset of the proceeding. As a result, the Landlord's clerical error was reflected in the order issued on March 9, 2026. The correct municipality for the rental unit was listed on the N4 Notice of Termination. The amendments are underlined for ease of reference.

Sedef Pelin Gurlek Keles and Aytekin Keles (collectively the 'Landlord') applied for an order to terminate the tenancy and evict Breklyn Bertozzi and Melvin Blackwood (collectively the 'Tenant') because the Tenant did not pay the rent owed (L1 Application).

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant has been persistently late in paying the Tenant's rent (L2 Application).

This application was heard by videoconference on March 2, 2026.

Only the Landlords attended the hearing.

As of 1:28 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:

L1 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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$12,590.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,700.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$53.44 is owing to the Tenant for the period from March 24, 2025, to March 2, 2026.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

L2 Application

11. On December 2, 2025, the Landlord mailed the Tenant a Notice to End Tenancy at the End of the Term (N8 notice), deemed served on December 2, 2025, with a termination date set for February 28, 2026. The N8 notice claims the Tenant was at least 3 days late in paying rent for 4 out of 5 consecutive months between August 1, 2025, and December 31, 2025.
12. Rent is due monthly on the first day of the month. The payments for rent covering the period from August 1, 2025, to December 31, 2025, were paid as follows:
 - August 2025 was partially outstanding as of the hearing date.
 - September 2025 was partially outstanding as of the hearing date.
 - October 2025 was partially outstanding as of the hearing date.

- November 2025 was partially outstanding as of the hearing date.
 - December 2025 was partially outstanding as of the hearing date.
13. Since the Tenant paid the rent late for more than 50 percent of the rental period from August 2025 to December 2025, I find that the Tenant has persistently paid the rent late.
14. Since the N8 notice was served the Tenant has paid the rent as follows:
- January 2026 was fully outstanding as of the hearing date.
 - February 2026 was fully outstanding as of the hearing date.
 - March 2026 was fully outstanding as of the hearing date.

It is ordered that:

L1 Application

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$12,776.00 if the payment is made on or before March 20, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 20, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 20, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,500.10. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$88.77 per day for the use of the unit starting March 3, 2026, until the date the Tenant moves out of the unit.

7. 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.
8. If the unit is not vacated on or before March 20, 2026, then starting March 21, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 21, 2026.

L2 Application

10. The tenancy shall continue on the condition that the Tenant pay to the Landlord new rent on time and in full as it comes due and owing for the period from April 1, 2026, to April 1, 2027.
11. If the Tenant fails to make any one of the payments in accordance with paragraph **10** of this order, the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant.

March 9, 2026

Date Issued

Ken Audziss

Member, Landlord and Tenant Board

March 24, 2026

Date Amended

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 21, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 20, 2026

Rent Owing to March 31, 2026	<u>\$12,590.00</u>
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	<u>\$12,776.00</u>

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing to Hearing Date, March 2, 2026	<u>\$10,067.54</u>
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,700.00
Less the amount of the interest on the last month's rent deposit	- \$53.44
Total amount owing to the Landlord	<u>\$7,500.10</u>
Plus, daily compensation owing for each day of occupation starting March 3, 2026	\$88.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	