



Order under Section 69 Residential Tenancies Act, 2006

Citation: LAS BRISAS APARTMENTS v CRUZ, 2026 ONLTB 31826

Date: 2026-04-23

File Number: LTB-L-103088-25

In the matter of: 211, 20 CARABOB COURT
SCARBOROUGH ON M1T3N1

Between: LAS BRISAS APARTMENTS Landlord

And

MARIA CRUZ Tenants
JOHNNY CAMPOVERDE

LAS BRISAS APARTMENTS (the 'Landlord') applied for an order to terminate the tenancy and evict MARIA CRUZ and JOHNNY CAMPOVERDE (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 19, 2026 and March 31, 2026.

The Landlord's Legal Representative Sean Beard and the Tenant Maria Cruz attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,728.49. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$56.83. This amount is calculated as follows: $\$1,728.49 \times 12$, divided by 365 days.
5. The Tenants have paid \$7,475.70 to the Landlord since the application was filed.
6. The Landlord asserts that the rental arrears owing to March 31, 2026 are \$304.39.

7. The Tenants dispute the amount of rental arrears owing claim that payments were made to the Landlord on July 30, 2025 in the amount of \$887.00 and \$554.41 on September 16, 2025 via e-transfer.
8. The Landlord's ledger confirms and accounts for a payment on September 16, 2025 in the amount \$554.41. With respect to the alleged payment of \$887.00 on July 30, 2025 the Tenants' banking documents show that the e-transfer was returned to the Tenant in September.
9. Based on the testimony, submissions and evidence of the parties before me I am satisfied on a balance of probabilities that the rental arrears owing to March 31, 2026 are \$304.39 as indicated by the Landlord.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,703.22 from the Tenants 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.
12. Interest on the rent deposit, in the amount of \$8.82 is owing to the Tenants for the period from January 1, 2026 to March 31, 2026.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.
14. The Landlord seeks termination of the tenancy and a standard order due to the arrears owing.
15. The balance owing in arrears is less than a quarter of the monthly rent. Additionally the Tenants had an honest belief that they had paid all the arrears owing to the Landlord, and but not for a e-transfer issue in August would have no arrears owing. In the circumstances relief from evictions is appropriate.

It is ordered that:

1. The Tenants shall pay to the Landlord \$490.39, which represents the balance of rent arrears and costs owing to March 31, 2026.
2. If the Tenants do not pay the Landlord the full amount owing on or before May 4, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 5, 2026 at 4.00% annually on the balance outstanding.

April 23, 2026
Date Issued

Sean Ramage
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.