



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

File Number: LTB-L-002262-26

In the matter of: 48 MARILYN AVE S
WASAGA BEACH ON L9Z2X9

Between: Bhaskar Katti Landlord

And

Rui alberto cordeiro calouro Tenant

Bhaskar Katti (the 'Landlord') applied for an order to terminate the tenancy and evict Rui alberto cordeiro calouro (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 24, 2026, and April 24, 2026.

Only the Landlord attended the hearing.

As of 9:16 a.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. At the last hearing date on March 24, 2026, the Tenant was having technical issues, and out of procedural fairness, I had this matter come back on today's date to be heard.
2. At the commencement of the hearing, the Landlord sought to amend the application to reflect October 2025 rent was still outstanding. This was a clerical error on his part that it was not included in the application, and the Landlord provided uncontested testimony the Tenant was aware they did not pay the rent since September 2025, and the Landlord would be seeking this amount outstanding.
3. Therefore, I am satisfied to amend the application to reflect October 2025 rent was outstanding as out of the date of the hearing as the Landlord provided uncontested testimony that the Tenant was aware the Landlord is seeking this amount.
4. In relation to the November 2025 outstanding rent, the Landlord sought to amend the application to include these rent arrears, but I am not satisfied to amend the application to reflect this rental period, as it was not noted on the N4 notice of termination. After the

Landlord heard my oral determinations at the hearing on March 24, 2026, the Landlord waived November 2025 outstanding rent, and was no longer seeking this amount.

5. 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.
6. The Tenant was in possession of the rental unit on the date the application was filed.
7. The Tenant vacated the rental unit on April 1, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
8. The lawful rent is \$2,100.00. It was due on the 1st day of each month.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to April 1, 2026 are \$10,569.04.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. 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 April 1, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$10,755.04. 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 May 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 9, 2026 at 4.00% annually on the balance outstanding.

April 27, 2026
Date Issued

Samantha Greaves
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	\$10,569.04
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$10,755.04