



Order under Section 69 Residential Tenancies Act, 2006

Citation: RZS HOLDINGS INC. v VARGAS, 2026 ONLTB 36170

Date: 2026-05-07

File Number: LTB-L-016267-26

In the matter of: 121, 3062 SIXTH LINE
OAKVILLE ON L6M1P8

Between: RZS HOLDINGS INC. Landlord

And

NELSON VARGAS Tenant
HENRIQUE VARGAS

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.

RZS HOLDINGS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict NELSON VARGAS and HENRIQUE VARGAS (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 30, 2026.

The Landlord Rakibul Hasan, the Landlord’s legal representative Vanessa Palumbo and the first named Tenant attended the hearing.

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 Landlord submitted that while the keys to the rental unit were turned over on March 2, 2026 into a lockbox, that they were accepting of February 28, 2026 as the date the tenancy terminated.
4. The Tenant submitted that they vacated the rental unit on February 11, 2026, that they had attempted to make arrangements to return the keys sooner however due to circumstances were not able to come up with an agreeable date with the Landlord. It was not disputed that based on his own evidence the keys were finally returned on March 2, 2026.
5. Based on the evidence before me, and the Tenant no longer disputing the date of the termination of tenancy, I accept that the Tenant vacated the rental unit on February 28, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
6. The lawful rent is \$2,850.00. It was due on the 1st day of each month.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to February 28, 2026 are \$16,450.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.

L2 Application – Persistent Late Payment of Rent

11. As the Tenant has vacated, this portion of the application is moot and was withdrawn at the time of hearing.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 28, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$16,636.00. 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 May 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 19, 2026 at 4.00% annually on the balance outstanding.

May 7, 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	\$16,450.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$16,636.00