



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-101624-25-RV

In the matter of: 69, 12 KINGSTON RD
TORONTO ON M4L1S4

Between: 2-12 Kingston Residences Corp.

Landlord

And

Maria Fernanda Valencia
Andres Felip Macuase Angulo

Tenant

Review Order

2-12 Kingston Residences Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Maria Fernanda Valencia and Andres Felip Macuase Angulo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-101624-25 issued on March 3, 2026.

On March 19, 2026, the Landlord requested a review of the order.

On March 20, 2026 interim order LTB-L-101624-25-RV-IN was issued, sending the matter to a review hearing.

This application was heard by videoconference on May 12, 2026.

Only the Landlord's legal representative Lily McMillan attended the hearing. I was satisfied that the Tenant had received the Notice of Hearing and there was no request to adjourn before me. Based on this, I proceeded to hear the review.

Determinations:

Request for Review

1. The Landlord's legal representative submitted evidence indicating that she was present on the original hearing date for three matters. Due to an oversight, either by the Board or Ms. McMillan, she was recorded as representative for two of the files but not the third. Consequently, when the third file was called, the Member did not recognize her presence as representative for the Landlord, as no representative for the Landlord appeared to be signed in.

2. On the basis of the submissions made in the request, I am satisfied that the Landlord was not reasonably able to participate in the proceeding. It is clear from the record that Ms. McMillan was present at the original hearing and that the Landlord always intended to participate at the hearing.

L1 Application

3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,914.37. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$62.94. This amount is calculated as follows: \$1,914.37 x 12, divided by 365 days.
7. The Tenant has paid \$5,550.00 to the Landlord since the application was filed.
8. The rent arrears owing to May 31, 2026 are \$9,528.74.
9. The Landlord collected a rent deposit of \$1,875.00 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.
10. Interest on the rent deposit, in the amount of \$45.52 is owing to the Tenant for the period from March 17, 2025 to May 12, 2026.
11. 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. The Tenant was not present to provide evidence surrounding their circumstances.

It is ordered that:

1. The request to review order LTB-L-101624-25 issued on March 3, 2026 is granted. The order is cancelled and replaced as follows.
2. The interim order issued on March 20, 2026 is cancelled.
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 1. \$5,700.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

5. 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 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
6. **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 31, 2026.**
7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,449.13. This amount includes rent arrears owing up to the date of the hearing. 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.
8. The Tenant shall also pay the Landlord compensation of \$62.94 per day for the use of the unit starting May 13, 2026 until the date the Tenant moves out of the unit.
9. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
10. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
11. 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 April 1, 2026.

May 13, 2026
Date Issued

Brett Lockwood
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 1, 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.