



Order under Section 69 Residential Tenancies Act, 2006

Citation: Dulli v Garzon Leguizamon, 2026 ONLTB 40629

Date: 2026-05-26

File Number: LTB-L-086883-23

In the matter of: BASEMENT, 3479 FOURTH LINE
Oakville ON L6M1N8

Between: Rahaf Dulli Landlord
Majed Aldulli

And

Dilan Santiago Garzon Leguizamon Tenant
Dahiana Bedoya

Rahaf Dulli and Majed Aldulli (the 'Landlord') applied for an order to terminate the tenancy and evict Dilan Santiago Garzon Leguizamon (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 Application).

The Landlord also applied for an order to terminate the tenancy and evict the Tenants because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has:

- substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; and
- wilfully or negligently caused damage to the premises

The Landlord applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex (L2 Application).

This application was heard by videoconference on June 19, 2024, June 18, 2025, and May 20, 2026. The Landlord, Rahaf Dulli, the Landlord's Legal Representative, K. Markoff, and student representative, S. Mustafa, and the Tenant, Dilan Santiago Garzon Leguizamon, attended the hearing. The Landlord's witness, A. Badran, was present on June 19, 2024, only.

On consent, Dahiana Bedoya was added as a party to the application on June 19, 2024.

As the tenancy terminated on June 2, 2024, the Landlord abandoned the claims in the L2 application.

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 Tenant vacated the rental unit on June 2, 2024. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent was \$1,600.00. It was due on the first day of each month.

Alleged Payments Made by Tenant

5. The Landlord disputed the Tenant's claims that they made multiple payments that were not credited to them by the Landlord. The Landlord testified that between June 2023 and November 2023 when the application was filed, the Tenant has only paid \$1,000.00 by etransfer on September 5, 2023, and \$600.00 by etransfer on September 6, 2023. Hence, the N4 notice does not contain a claim for outstanding rent for September 2023.
6. The Landlord presented two bank statements in support of their evidence. The Landlord's TD bank account contains the September 2023 payments made by the Tenant. The RBC bank account shows that the Landlord on August 18, 2023, received \$200.00 from the Tenant. The Landlord argued that the payment was for a humidifier which the Tenant needed but was unable to afford because of ongoing financial difficulties. The Landlord purchased the humidifier which the Tenant paid \$200.00 towards. The Tenant did not dispute the Landlord's assertion that the payment was based on their agreement regarding the humidifier. Therefore, I find the payment was not intended for the monthly rent.
7. The Tenant testified that he made the following payments to the Landlord for which he has received no credit:
 - a. On June 5, 2023, the Tenant withdrew \$1,750.00 in cash from his bank account and paid the monthly rent to the Landlord. While the Tenant's bank statement reflects the withdrawal, there was no other evidence, either by text message, email, or a recorded conversation with the Landlord, to support the claim that the rent was actually paid to the Landlord.
 - b. On July 7, 2023, the Tenant withdrew \$1,500.00 from their account and paid via etransfer to the Landlord, \$100.00. While the Tenant's bank statement reflects the \$1,500.00 withdrawal, and \$100.00 described as '*e-Transfer sent senora basement MT5MWU*', no confirmation email from the bank was provided by the Tenant. As a result, there is no single documentary evidence to indicate the recipient's email address, the exact time of the transaction or whether the funds were successfully deposited into an account belonging to the Landlord.
 - c. On August 17, 2023, the Tenant withdrew \$1,000.00 in cash which he paid to the Landlord. While the Tenant's bank statement reflects the withdrawal, there was no supporting evidence, either by text message, email, or a recorded conversation with the Landlord, to support the claim that the amount was actually paid to the Landlord.

- d. On October 24, 2023, the Tenant withdrew \$4,440.00 from the bank and testified that he paid \$4,350.00 in rent to the Landlord's cousin. The Tenant did so based on an earlier instruction from the Landlord in September 2023. However, no evidence was presented to demonstrate that the Tenant notified the Landlord about the October 2023 payment, either prior to it been made or immediately after. The Landlord's cousin, AB, attended the hearing and denied meeting with the Tenant or receiving any funds from them.
 - e. On November 4, 2023, the Tenant paid \$450.00 by etransfer to '*...senora basement*'. While the Tenant's bank statement reflects the e-Transfer transaction, which unusually did not have a reference number, no confirmation email from the bank was provided by the Tenant. As a result, there is no single documentary evidence to indicate the recipient's email address, the exact time of the transaction or whether the funds were successfully deposited into an account belonging to the Landlord.
 - f. On or about December 2, 2023, and December 5, 2023, the Tenant allegedly gave \$6,400.00 in cash to the Landlord's husband. The Tenant did not provide a bank statement reflecting any withdrawals. There was also no other evidence, either by text message, email, or a recorded conversation with the Landlord, to support the claim that this payment was actually made to the Landlord.
8. Based on all the evidence, except for the payments made in September 2023, the Tenant has failed to demonstrate that any of the other alleged rent payments were made. I am satisfied that the Landlord submitted two comprehensive bank statements, one of which reflects only the payments received in September 2023.

Outstanding Arrears

9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to June 2, 2024, are \$17,705.20.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,600.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
13. Interest on the rent deposit, in the amount of \$78.27 is owing to the Tenant for the period from December 12, 2021, to June 2, 2024.

It is ordered that:

- 1. The tenancy between the Landlord and the Tenant is terminated as of June 2, 2024, the date the Tenant moved out of the rental unit.
- 2. The Tenant shall pay to the Landlord \$16,212.93. 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. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. 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 June 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 7, 2026, at 4.00% annually on the balance outstanding.
4. The L2 application is dismissed.

May 26, 2026
Date Issued

Jitewa Edu
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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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	\$17,705.20
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$78.27
Total amount owing to the Landlord	\$16,212.93