



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-002323-26

In the matter of: 219, 170 LEES AVE
OTTAWA ON K1S 5G5

Between: Hama Investments Limited Landlord

and

Ivan Mauricio Rivera Lopez Rivera Lopez Tenant

Hama Investments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Ivan Mauricio Rivera Lopez Rivera Lopez (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 19, 2026.

The Landlord's agent, Tamana Jabbar, and the 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 Tenant vacated the rental unit on April 2, 2026
4. The Landlord's representative submitted that the Tenant is responsible to pay the rent up to May 31, 2026 because he did not provide a 60-day notice prior to vacating.
5. The Tenant was not required to serve the Landlord with a notice of termination because the Tenant vacated the rental unit after the Landlord served the N4 Notice.
6. The Board's Interpretation Guideline 11 sets out how rent arrears are normally calculated in this type of circumstance:

“Ordering arrears of rent where the tenant has vacated the rental unit

In some cases, the evidence may establish that the tenant moved out of the rental unit after the L1 Application was filed, but before the hearing date. In that case, the LTB's order will generally include a determination that the tenancy ended on the date the tenant moved out. Further, the order will generally: (1) end the tenancy effective the date the tenant moved out of the rental unit without ordering enforcement through the Court Enforcement Office (Sheriff); and (2) require the tenant to pay rent arrears ending on the date the tenancy ended. Unlike orders for arrears and termination where the tenant is in possession of the unit on the hearing date, the order would not provide the tenant with an opportunity to continue the tenancy by paying all of the arrears by a specified date. As there is a finding that the tenancy has ended, the tenant's rent deposit and interest owing on it will be deducted from the arrears and compensation ordered to the landlord.”

7. While Interpretation Guidelines are not binding upon me, I see no reason to depart from the Board's usual practice. I informed the Landlord's agent that as the Tenant vacated the rental unit on April 2, 2026, the rent arrears would be calculated up to the date the Tenant vacated the unit.
8. The lawful rent is \$1,785.00. It was due on the 1st day of each month.
9. The Tenant has paid \$3,580.00 to the Landlord since the application was filed. The rent arrears owing to April 2, 2026 are \$3,677.36.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord's agent also requested an NSF fee of \$20.00. This amount has not been claimed in the application, and I find that the Landlord did not file or present bank documentation in support of the NSF fee requested at the hearing. Therefore, I am not satisfied that the Landlord has proven entitlement to recover the fee.
12. The Landlord collected a rent deposit of \$1,700.00 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. Interest on the rent deposit, in the amount of \$166.68 is owing to the Tenant for the period from September 23, 2021, to April 2, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of April 2, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$1,723.75. 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.

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.

May 26, 2026
Date Issued

Adeela Alvez
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.