



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

File Number: LTB-L-008956-26

In the matter of: LOWER UNIT, 182 LYNNBROOK CRES
WATERLOO ON N2L4X3

Between: Puli Property Management Inc. Landlord

And

Steve Lambert Tenants
Kevin Hertner

Puli Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Steve Lambert and Kevin Hertner (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 21, 2026.

Only the Landlord's Agent, Laszlo Lipovics, attended the hearing.

As of 12:40pm, the Tenants were 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. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on February 1, 2026. Rent arrears are calculated up to the date the Tenants vacated the unit.
4. The lawful rent is \$1,586.37. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 1, 2026, are \$7,232.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,395.00 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.
9. Interest on the rent deposit, in the amount of \$179.18 is owing to the Tenant for the period from March 1, 2019, to February 1, 2026.
10. At the outset of the hearing block, Steve Lambert was checked in and present. Prior to joining the hearing room, he also had an initial mediation session with the Landlord's Agent.
11. The matter was first called at 10:12am, at which time both parties advised that they were open to a payment plan, and with a number of matters left to be heard, the parties consented to having a Dispute Resolution Officer draft the agreement.
12. The parties went into mediation for a second time, and they did not return to the hearing room for some time. The Dispute Resolution Officer and the Landlord's Agent returned to the hearing room. They advised that during mediation, Steve Lambert disconnected from the meeting. The matter was held down to see if Steve Lambert would rejoin. There was no indication as to why he left the mediation room.
13. At 12:40pm, when this was the last matter to be addressed on the hearing block, Steve Lambert was still not present.

Relief from Eviction

14. The Landlord sought a standard voidable eviction order, that would provide the Tenants 11 days to pay off all outstanding amounts and void the order.
15. The Landlord's Agent testified they reached out to the Tenants in the past to negotiate a payment plan; however, the Tenants ultimately did not make any payments to the rental arrears. The Landlord's Agent was not aware of any reason to delay or deny eviction.
16. As the Tenants were not present or represented at the hearing no other circumstances were presented in support of granting relief from eviction.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of February 1, 2026, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$5,791.67. 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 Tenants. See Schedule 1 for the calculation of the amount owing.

3. If the Tenants do not pay the Landlord the full amount owing on or before June 14, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 15, 2026, at 4.00% annually on the balance outstanding.

June 3, 2026
Date Issued

Amit Gurpersaud
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	\$7,179.85
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,395.00
Less the amount of the interest on the last month's rent deposit	- \$179.18
Total amount owing to the Landlord	\$5,791.67