



Order under Section 69 Residential Tenancies Act, 2006

Citation: PARK PROPERTY MANAGEMENT INC v Velasco, 2026 ONLTB 43392

Date: 2026-06-02

File Number: LTB-L-018214-26

In the matter of: 401, 265 BALLIOL ST
TORONTO ON M4S1C9

Between: Park Property Management Inc Landlord

And

Krizia Velasco Tenant

Park Property Management Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Krizia Velasco (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 14, 2026.

The Landlord's Legal Representative Anita Sada 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.

When did the Tenant vacate the rental unit

3. The Landlord's Legal Representative stated that prior to the Landlord's service of the N4 Notice of termination on the Tenant the Tenant had served the Landlord with an N9 notice to end tenancy with a termination date of February 28, 2026.
4. The Landlord's Legal Representative further states that at no time the Tenant advise the Landlord that they were vacating the rental unit prior February 28, 2026 and the keys for the Tenant's unit were returned to a drop box on February 28, 2026.
5. Oluwaseun Adebari a superintendent with the Landlord in the residential complex testified that the key drop box is checked daily and the keys for the Tenant's unit were not in the

drop box unit February 28, 2026. He further stated that when a tenant vacates they usually complete a moveout form and no form was completed by the Tenant in advance of her keys being found in the drop box.

6. The Tenant testified that she vacated the rental unit on January 11, 2026, but did not tell the Landlord. The Tenant states that another superintendent "Edgar" saw her moving her belongings and she told him she was moving out on January 11, 2026 and further states that she dropped the keys to the unit in the drop box on January 11, 2026 after moving her items out. Additionally the Tenant provided an application for a lease for another rental unit dated January 3, 2026.
7. In cross examination the Tenants asked if she had evidence showing that she had cancelled the hydro utilities she was responsible for on the rental unit prior to February 28, 2026. The Tenant stated that she had cancelled the utilities prior to vacating, but did not have an evidence in this regard.
8. Based on the evidence before me I am satisfied on a balance of probabilities that the Tenant did not return vacant possession of the rental unit to the Landlord until February 28, 2026. The Landlord's superintended testify that the key drop box is checked daily and the Tenant's keys were not in the drop box prior to February 28, 2026. I prefer this evidence to that of the Tenant.
9. The Tenant vacated the rental unit on February 28, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
10. The lawful rent is \$2,280.62. It was due on the 1st day of each month.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to February 28, 2026 are \$4,561.24.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$2,280.62 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.
15. Interest on the rent deposit, in the amount of \$11.81 is owing to the Tenant for the period from December 1, 2025 to February 28, 2026.

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 \$2,454.81. 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 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 14, 2026 at 4.00% annually on the balance outstanding.

June 2, 2026
Date Issued

Sean Ramage
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	\$4,561.24
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,280.62
Less the amount of the interest on the last month's rent deposit	- \$11.81
Total amount owing to the Landlord	\$2,454.81