



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

Date: 2026-06-09

File Number: LTB-L-001123-26-RV

In the matter of: Upper, 135 LIVINGSTONE ST W
BARRIE ON L4N7J5

Between: Matthew Fiorillo Ryan Landlords
Robert Quentin Albert Fuoco

And

Candice Cherski Tenant

Review Order

Matthew Fiorillo Ryan and Robert Quentin Albert Fuoco (the 'Landlords') applied for an order to terminate the tenancy and evict Candice Cherski (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-001123-26 issued on March 17, 2026. The hearing was held on March 11, 2026. As of 1:25, the Tenant was not present or represented at the hearing. The hearing was held in the Tenant's absence.

On April 1, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On April 2, 2026, interim order LTB-L-001123-26-RV-IN was issued, staying the order issued on March 17, 2026.

This review was heard by videoconference on June 2, 2026. The first-named Landlord, Represented by Harshil Khabrani, and the Tenant attended the hearing.

Determinations:

1. The Tenant requests a review of order LTB-L-001123-26 issued March 17, 2026, because the Tenant states that she was not reasonably able to participate at the hearing, and because she alleges there is a serious error in the order.
2. The tenancy terminated, although the date on which it terminated is disputed. However, the Landlord acknowledges that the Board order contains an error because the order did not include a last months' rent deposit which the Tenant paid.

3. Although the Tenant says she was not reasonably able to participate at the March 11, 2026, hearing, which the Landlord contests, the most expeditious use of the Board's time was to address the errors in the Board's order and amend the order, which could be amended without necessarily granting the Tenant's request to review. Since the tenancy had ended, the request to review was treated as a request to amend a clerical error.
4. The Landlord agrees that the Tenant paid a last months' rent deposit of \$2,600.00 on July 19, 2024.
5. The Tenant says she terminated the tenancy on March 1, 2026. The Landlord disputes this stating that he was not given care and control of the rental unit until March 7, 2026. The Landlord was able to read into the record a text message from the Tenant acknowledging she returned the keys in the mailbox on March 7, 2026.
6. I accept the Landlord's uncontested evidence that the keys were not returned to the Landlord until March 7, 2026. The Landlord gave a clear statement which he read directly from a message he received from the Tenant. Therefore, I find that the date the tenancy ended identified in the March 17, 2026, order is correct and only the last months' rent deposit and interest need to be rectified.
7. The Board's records indicate that the notice of hearing was mailed on February 10, 2026.

It is ordered that:

1. The request to review order LTB-L-001123-26 issued on March 17, 2026, is granted.
2. Order LTB-L-001123-26 issued on March 17, 2026, is amended to the following:

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 March 7, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,599.00. It was due on the 1st day of each month.
5. The Tenant has paid \$4,800.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 7, 2026, are \$3,994.15.
7. The Landlord collected a rent deposit of \$2,600.00 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.

8. Interest on the rent deposit, in the amount of \$99.70 is owing to the Tenant for the period from July 19, 2024, to March 7, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 7, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$1,294.45. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit. 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 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 22, 2026, at 4.00% annually on the balance outstanding.

June 9, 2026
Date Issued

 Jane Dean
 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	\$8,794.15
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,800.00
Less the amount of the last month's rent deposit	- \$2,600.00
Less the amount of the interest on the last month's rent deposit	- \$99.70
Total amount owing to the Landlord	\$1,294.45