



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-093806-25

In the matter of: 106, 170 ISLINGTON AVE
ETOBICOKE ON M8V3B6

Between: CAPREIT LIMITED PARTNERSHIP Landlord

And

ROBINSON CHEASENG Tenant

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict ROBINSON CHEASENG (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 3, 2026.

Only the Landlord's Representative Jason Paine and the Landlord's Agent Kejia (Caroline) Lu attended the hearing.

As of 1:03 pm, the Tenant was 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.

Preliminary Issue:

1. Rosa Perkovic (RP) along with her Agent Mogun Soeung filed documents to support the fact that it was RP's position that she was a guarantor for the Tenant and had never resided in the unit, therefore never meeting the definition of a tenant under the *Residential Tenancies Act, 2006* (the 'Act').
2. The Landlord accepted the submission that she was in fact the guarantor and consented to RP to be removed from the application as a Tenant.
3. On consent of both parties, RP is removed as a party to the application, and both parties agreed she would remain listed solely as a guarantor.

Determinations:

4. 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.

5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The Tenant vacated the rental unit on January 27, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
7. The lawful rent is \$1,998.75. It was due on the 1st day of each month.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to January 27, 2026 are \$9,968.96.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 27, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$10,154.96. 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. 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 10, 2026
Date Issued

Brenda Mercer
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	\$9,968.96
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$10,154.96