



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-027507-26

In the matter of: 2708, 55 GERRARD ST W
TORONTO ON M5G0B9

Between: RA Investment 13 Holdings LP c/o GWL
Realty Advisors Residential Inc. Landlord

And

Brandon Kaltabanis Tenant

RA Investment 13 Holdings LP c/o GWL Realty Advisors Residential Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Brandon Kaltabanis (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on June 10, 2026.

Only the Landlord's legal representative Faith McGregor attended the hearing.

As of 9:32 a.m., 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.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before June 29, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On March 12, 2026, the Landlord gave the Tenant an N8 notice of termination with a termination date of May 31, 2026. The notice of termination contains the allegation that the Tenant persistently paid their rent late between April 2025 and March 2026.

Persistently Late

4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 12 times in the past 12 months. Specifically, the Tenant paid their rent late each month between April 2025 and March 2026.
5. Since the N8 notice was served to the Tenant, the Tenant paid their rent late in April, May and June 2026.

Daily Compensation, NSF Charges, Rent Deposit

6. The Tenant was required to pay the Landlord \$797.60 in daily compensation for use and occupation of the rental unit for the period from June 1, 2026, to June 10, 2026 less any rent payments made by the Tenant for this period.
7. Based on the monthly rent, the daily compensation is \$79.76. This amount is calculated as follows: \$2,426.06 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,426.06 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$22.47 is owing to the Tenant for the period from January 1, 2026, to June 10, 2026.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from Eviction

11. 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 Tenant is terminated. The Tenant must move out of the rental unit on or before June 29, 2026.
2. If the unit is not vacated on or before June 29, 2026, then starting June 30, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 30, 2026.
4. The Tenant shall pay to the Landlord \$797.60, which represents compensation for the use of the unit from June 1, 2026, to June 10, 2026. The Landlord shall deduct from this amount any rent payments made by the Tenant for this period.

5. The Tenant shall also pay the Landlord compensation of \$79.76 per day for the use of the unit starting June 11, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$2,448.53 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$1,464.93.
9. However, the Landlord is authorized to deduct from amount owing to the Tenant \$79.76 per day for compensation for the use of the unit starting June 11, 2026, to the date the Tenant moves out of the unit.
10. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 18, 2026
Date Issued

Kyle McGraw
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on December 31, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.