



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

Citation: 1001015164 Ontario Inc v Cabrera, 2026 ONLTB 51155

Date: 2026-06-30

File Number: LTB-L-003594-26-RV

In the matter of: 312, 7737 LUNDY'S LANE
NIAGARA FALLS ON L2H3W9

Between: 1001015164 Ontario Inc Landlord

And

Zina Cabrera Tenant

Review Order

1001015164 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Zina Cabrera (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was resolved by order LTB-L-003594-26 issued on April 7, 2026.

On April 17, 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 20, 2026 interim order LTB-L-003594-26-RV-IN was issued, staying the order issued on April 7, 2026.

This application was heard by videoconference on June 16, 2026.

The Landlord's agent, Tanish Singh, the Landlord's legal representative, Sara Matthew, and the Tenant attended the hearing.

Determinations:

Request to Review-Partial Consent

1. The request to review is granted on consent of the parties. The parties agreed on a non-voidable termination date of July 15, 2026, meaning the Tenant cannot void the order and continue the tenancy by paying the arrears owing. I am satisfied that the Tenant understood the consequences of this agreement.

2. As a result, order LTB-L-003594-26 issued on April 7, 2026 was cancelled, and a new hearing was held to consider the amount of arrears owing.

Arrears Owing

3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,250.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$41.10. This amount is calculated as follows: $\$1,250.00 \times 12$, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The Tenant believes that a payment which was made in August or September 2025 was not accounted for by the Landlord. In support of this she referred to two images: DOC-8169574 and DOC-8169590. Although the Tenant asserts that DOC-8169574 shows a payment made, there is no amount or date on the document. Rather, it appears to be a direct deposit authorization form. DOC-8169590 is a screen shot relating to a bank draft for \$1,250.00, however there is no date visible so it is not possible to confirm whether this payment was accounted for by the Landlord or not. I note that the N4 Notice of Termination does record a payment for \$1,250.00 in the time period of August 1, 2025 to October 31, 2025. Based on the information available, I am unable to conclude that the Tenant made a payment which the Landlord has not accounted for in their records.
8. The rent arrears owing to June 30, 2026 are \$12,500.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,250.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
11. Interest on the rent deposit, in the amount of \$25.24 is owing to the Tenant for the period from July 1, 2025 to June 16, 2026.

It is ordered that:

1. The request to review order LTB-L-003594-26 issued on April 7, 2026 is granted.
2. Order LTB-L-003594-26 issued on April 7, 2026 is cancelled and replaced by the following:
3. The tenancy between the Landlord and the Tenant is terminated as of July 15, 2026.
4. The amount the Tenant owes for arrears and costs, minus the rent deposit and interest on the rent deposit, up to June 16, 2026 is \$10,818.40.
5. The Tenant shall also pay the Landlord compensation of \$41.10 per day for the use of the unit starting June 17, 2026 until the date the Tenant moves out of the unit.

6. If the Tenant does not pay the Landlord the full amount owing on or before July 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 16, 2026 at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before July 15, 2026, then starting July 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 July 16, 2026.

June 30, 2026
Date Issued

Dawn Carr
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 expires on January 16, 2027 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Hearing Date	\$11,907.60
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,250.00
Less the amount of the interest on the last month's rent deposit	- \$25.24
Total amount owing to the Landlord	\$10,876.36
Plus daily compensation owing for each day of occupation starting June 17, 2026	\$41.10 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	