



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-090599-25

In the matter of: BSMT, 201 WILLIAM ST
YORK ON M9N2H2

Between: COTA Health Landlord

And

Kazia Ince Tenants
Michael Grey

COTA Health (the 'Landlord') applied for an order to terminate the tenancy and evict Kazia Ince and Michael Grey (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 9, 2025. An employee of the Landlord, Robert Abbatangelo attended the hearing.

The Landlord and the Tenants attended the hearing. The Tenant Kazia Ince signed into the hearing but dropped off at 10:32 am and did not rejoin the hearing.

Request to adjourn the hearing

Prior to the Tenant Kazia Ince dropping off from the hearing, the parties requested an adjournment on consent at 10:22 am. The reason for the adjournment request is that the parties attempted mediation prior to the hearing but were unsuccessful.

I denied the adjournment request because I find that is not a sufficient reason to adjourn the hearing. The Tenant then dropped off from the hearing at 10:32 am. I asked Robert Abbatangelo if he had contact information to reach Kazia Ince and he said he did. I asked him to please contact Kazia Ince and request that she rejoin the hearing. Robert Abbatangelo states he called her by telephone but was unable to reach her and that he also sent her an email but did not receive a response.

I stood the matter down to allow Kazi Ince to rejoin the hearing but she did not rejoin the hearing.

As of 11:47 am, the Tenants were 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. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,350.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$44.38. This amount is calculated as follows: \$1,350.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$5,786.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. Robert Abbatangelo states that he attempted to mediate with the Tenant prior to the start of the hearing to discuss a repayment of the arrears but was unsuccessful. He states since the arrears first started to accrue, the Landlord's support staff have reached out to the Tenants in person to discuss strategies around a repayment plan for the arrears but this was unsuccessful.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including that the Landlord has attempted to negotiate a repayment of the arrears with the Tenants without success. The Tenants have not made any payments towards the arrears since the application was filed and were not present when the matter was heard. I have no details regarding the Tenants circumstances. I 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 Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$7,321.00 if the payment is made on or before January 20, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent

that became due after January 20, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.

4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 20, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$5,020.42. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$44.38 per day for the use of the unit starting December 10, 2025 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before January 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 20, 2026, then starting January 21, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 January 21, 2026.

January 9, 2026

Date Issued

Kimberly Parish

Vice Chair, 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 July 21, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 20, 2026

Rent Owing To January 31, 2026	\$7,135.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$7,321.00

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$4,834.42
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,020.42
Plus daily compensation owing for each day of occupation starting December 10, 2025	\$44.38 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	