



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

File Number: LTB-L-089004-25

In the matter of: 607, 1470 WILLIAMSPORT DR
MISSISSAUGA ON L4X1T5

Between: 1470 Williamsport Holdings Inc.

Landlord

And

Krystal Huk

Tenant

1470 Williamsport Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Krystal Huk (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 8, 2025.

The Landlord's Legal Representative, Howard Levenson, and the Tenant attended the hearing.

Determinations:

Preliminary Issue: Is Mark Huk a Tenant

1. The Tenant Krystal Huk (KH) attended the hearing with her son, Mark Huk (MH), and stated that he should have been identified as a Tenant.
2. MH stated he did not sign the lease three years ago, but has resided in the unit since they moved in on February 1, 2023 and he pays 90% of the monthly rent. MH said that when his mother signed the lease, he had spoken to the property manager Cindy to include him on the lease, however this was never done.
3. Subsection 2(1) of the *Residential Tenancies Act, 2006* (the 'Act'), defines a tenant as including a person who pays rent in return for the right to occupy a rental unit and includes the tenant's heirs, assigns and personal representatives.
4. According to the LTB's Interpretation Guideline 21, an "occupant" may be considered to be a person who is not a tenant but who lives in a rental unit as their principal place of residence. An occupant may be authorized or unauthorized depending on the facts of each case. Where the occupant pays a portion of the rent for the unit directly to the landlord, and defaults in payment of their share of the rent, the tenant remains liable to the landlord for payment of the entirety of the rent.

5. Based on the evidence of MH, I am not satisfied that MH qualifies as a Tenant. While MH pays most of the rent to the Landlord, I find that he has not established that having a conversation with the property manager about being added to the lease is sufficient to establish that he is currently a tenant. On a balance of probabilities, I find that MH is an authorized occupant, not a tenant.

L1 Application:

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$2,232.57. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$73.40. This amount is calculated as follows: $\$2,232.57 \times 12$, divided by 365 days.
10. The Tenant has paid \$2,550.00 to the Landlord since the application was filed.
11. The rent arrears owing to December 31, 2025 are \$3,197.71. The Tenant did not dispute the amount of the rent arrears.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$2,232.57 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.
14. Interest on the rent deposit, in the amount of \$33.95 is owing to the Tenant for the period from May 1, 2025 to December 8, 2025.
15. 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 not be unfair to delay eviction until January 15, 2026.
16. The parties consented to and sought an order delaying eviction until January 15, 2026. In the circumstances, I was satisfied that it would not be unfair to do so.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$3,383.71 if the payment is made on or before December 31, 2025. See Schedule 1 for the calculation of the amount owing.

OR

- \$5,616.28 if the payment is made on or before January 15, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 15, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 15, 2026.**
 5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$528.18. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$73.40 per day for compensation for the use of the unit starting December 9, 2025 until the date the Tenant moves out of the unit.
 6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
 7. If the unit is not vacated on or before January 15, 2026, then starting January 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 January 16, 2026.

January 13, 2026

Date Issued

Allana McComb

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 July 16, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before December 31, 2025

Rent Owing To December 31, 2025	\$5,747.71
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,550.00
Total the Tenant must pay to continue the tenancy	\$3,383.71

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 15, 2026

Rent Owing To January 31, 2026	\$7,980.28
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,550.00
Total the Tenant must pay to continue the tenancy	\$5,616.28

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$4,102.34
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,550.00
Less the amount of the last month's rent deposit	- \$2,232.57
Less the amount of the interest on the last month's rent deposit	- \$33.95
Total amount owing to the Landlord	\$(528.18)
Plus daily compensation owing for each day of occupation starting December 9, 2025	\$73.40 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	