



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-089612-25

In the matter of: 52, 21 HOLBORN DR
KITCHENER ON N2A2E1

Between: HOLBORN HOLDINGS LTD Landlord

And

MARGARITA HOUSE Tenant

HOLBORN HOLDINGS LTD (the 'Landlord') applied for an order to terminate the tenancy and evict MARGARITA HOUSE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 7, 2026.

Only the Landlord's Agent, Peter Gamer attended the hearing.

As of 10:03 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. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,866.05. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$61.35. This amount is calculated as follows: \$1,866.05 x 12, divided by 365 days.
5. The Tenant has paid \$3,040.00 to the Landlord since the application was filed.
6. At the hearing, the Landlord's uncontested evidence is that the property was sold as of January 1, 2026, after the L1 application was filed. While the last month's rent deposit is transferred to the new Landlord, the arrears for the period ending December 31, 2025

were not. As such, the applicant Landlord, who is now the Former Landlord, seeks an order for the arrears that are owed for the period they owned the property.

7. The definition of “landlord” in subsection 2(1) of the *Residential Tenancies Act, 2006* (the ‘Act’) defines a “landlord” as:
 - (a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,
 - (b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and
 - (c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent;
8. Section 18 of the Act states that:

Covenants concerning things related to a rental unit or the residential complex in which it is located run with the land, whether or not the things are in existence at the time the covenants are made.
9. What this means is that as the tenancy agreement “runs with the land, the tenancy continues with the purchaser and the new owner steps into the shoes of the old landlord and may be owed the rent owing prior to the sale of the rental unit. However, in this case, based on the evidence before me, based on the uncontested evidence of the Former Landlord, I find that the applicant Landlord is entitled to an order for the arrears that are owing up to December 31, 2025.
10. The rent arrears owing to January 31, 2026 are \$2,174.89.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord is no longer holding a last month’s rent deposit as this has been transferred to the new Landlord.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,360.89 for the rent arrears owing up to December 31, 2025 and the cost of the application.

2. If the Tenant does not pay the Landlord the full amount owing on or before January 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 24, 2026 at 4.00% annually on the balance outstanding.

January 12, 2026
Date Issued

Christopher Lin
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 24, 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 January 23, 2026

Rent Owing To January 31, 2026	\$7,080.94
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,040.00
Total the Tenant must pay to continue the tenancy	\$4,226.94

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

Rent Owing To Hearing Date	\$5,644.34
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,040.00
Less the amount of the last month's rent deposit	- \$1,776.47
Less the amount of the interest on the last month's rent deposit	- \$183.38
Total amount owing to the Landlord	\$830.49
Plus daily compensation owing for each day of occupation starting January 8, 2026	\$61.35 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	