



Order under Section 69 Residential Tenancies Act, 2006

Citation: 9406573 Canada Inc. v Petit, 2026 ONLTB 3924

Date: 2026-01-12

File Number: LTB-L-086511-25

In the matter of: 1509, 99 PARKDALE AVE
OTTAWA ON K1Y4Y5

Between: 9406573 Canada Inc.

Landlord

And

Taylor Ann Petit
Lyndsey Gurklys

Tenant

9406573 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Taylor Ann Petit and Lyndsey Gurklys (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 8, 2026.

Only the Landlord's agent, Gabrielle Charron-Cyr, the Tenant, Taylor Ann Petit, and this Tenant's legal representative, Ahmad Alzameli, attended the hearing.

As of 10:15am, the Tenant, Lyndsey Gurklys, was not present or represented at the hearing although properly served with notice of this hearing by the LTB and the other Tenant's legal representative. 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. At the outset of the hearing, Tenant's counsel requested an adjournment in order to attempt to secure the attendance of Lyndsey Gurklys and to consider seeking a summons. Counsel advised that he had been retained on December 11, 2025. Given that the absent Tenant had already been properly served with the notice of hearing, that there was no evidence of any meaningful steps taken to secure Mr. Gurklys' attendance prior to the hearing, the amount of the arrears, and that Taylor Ann Petit did not dispute the arrears and expressly stated that she did not wish to continue the tenancy, I found that an adjournment was not necessary to ensure a fair hearing and I denied the request.

2. Taylor Ann Petit testified that Lyndsey Gurklys moved out of the rental unit on October 27, 2025. She confirmed that she and her legal representative had provided him with a copy of the notice of hearing.
3. 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.
4. As of the hearing date, the Tenant, Taylor Ann Petit, was still in possession of the rental unit. The other named Tenant, Lyndsey Gurklys, had vacated the rental unit on October 27, 2025, but remains jointly liable for the arrears.
5. The lawful rent is \$3,055.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$100.44. This amount is calculated as follows: $\$3,055.00 \times 12$, divided by 365 days.
7. The Tenant has paid \$3,055.00 into the LTB since the application was filed.
8. The rent arrears owing to January 31, 2026 are \$48,825.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
11. Taylor Ann Petit did not dispute the amount of the arrears claimed by the Landlord and confirmed that she does not wish to continue the tenancy. No repayment plan or request for time to pay was proposed. The arrears are very substantial and have continued to accrue for a lengthy period with the Landlord bearing the carrying costs of the unit. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, 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 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:**
 - \$49,011.00 if the payment is made on or before January 23, 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 23, 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 23, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$46,759.52. 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 Tenant shall also pay the Landlord compensation of \$100.44 per day for the use of the unit starting January 9, 2026 until the date the Tenant moves out of the unit.
7. 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.
8. If the unit is not vacated on or before January 23, 2026, then starting January 24, 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 24, 2026.
10. \$3,055.00 together with any accrued interest that the Tenant paid into the LTB in trust shall be released to the Landlord by the LTB.*

January 12, 2026

Date Issued

Colin Elsby

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.

*Note: When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

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	\$51,880.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$3,055.00
Total the Tenant must pay to continue the tenancy	\$49,011.00

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

Rent Owing To Hearing Date	\$49,628.52
Application Filing Fee	\$186.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$3,055.00
Total amount owing to the Landlord	\$46,759.52
Plus daily compensation owing for each day of occupation starting January 9, 2026	\$100.44 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	