



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kosowan v Sofia Lynch, 2026 ONLTB 3314

Date: 2026-01-15

File Number: LTB-L-084047-25

In the matter of: Basement, 16 Foxbar Rd.
Toronto, ON M4V2G6

Between: Kristin Kosowan Landlord

And

Sofia Lynch Tenant

Kristin Kosowan (the 'Landlord') applied for an order to terminate the tenancy and evict Sofia Lynch a.k.a Sofia Lynch Mondelli (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on December 18, 2025.

The Landlord, the Landlord's representative, Dante Spadacini, and the Tenant attended the hearing.

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. The Tenant was in possession of the rental unit on the date the application was filed.

Vacate Date

3. While the parties agreed that the rental unit was vacated prior to this hearing, there was dispute over the vacate date. This matters because rent arrears are calculated up to the date the Tenant vacated the unit.
4. The Landlord's L1/L9 Update Sheet, provided at 12:59 p.m. the day of the hearing, indicated that the Tenant vacated the rental unit on October 10, 2025. The Landlord's representative confirmed this date during the hearing.
5. Ms. Lynch testified that she was hospitalized for the entirety of August 2025 and stated that she has not returned to the rental unit since that time. When I asked where she resided since being discharged from the hospital, she stated that she was, "trying to find a new place to live, but I was just going in between places." Ms. Lynch also claimed the Landlord removed all of her belongings from the unit and asserted that she did not understand how the vacate date of October 10, 2025, was determined. Ms. Lynch further testified that she advised the Landlord sometime in September 2025 that she intended to move out earlier if issues in the rental unit were not resolved. She also confirmed that she has not returned the keys for the rental unit to the Landlord. When asked to provide evidence of this alleged communication, such as a letter or email confirming her intention to move out, she stated: "I believe it was on WhatsApp, which I don't even have anymore so we can just continue with that, that's fine, with what they're saying."
6. When asked whether any of the Tenant's personal belongings were removed from the rental unit, Ms. Kosowan testified that the Tenant "did not leave any furniture or anything; it was all garbage. She left rotten mattresses on the ground, ripped. She left bags of rubbish. She left the fridge door open with food rotting in it. She had gone." The Landlord maintained that no personal belongings of the Tenant were removed from the rental unit. The Tenant did not provide any submissions in light of the Landlord's testimony.
7. The Landlord's representative submitted that the Tenant did not provide written notice to the Landlord of her intention to vacate or of having vacated the rental unit. He stated that the Landlord's agent became aware that the Tenant had vacated on October 10, 2025, and that there were no formal discussions between the Landlord and the Tenant regarding a move-out date.
8. The Landlord testified that other tenants reported that the lights in the rental unit had been left on since approximately October 5, 2025. Ms. Kosowan further testified that on October 10, 2025, while her agent was at the residential complex showing another unit, the agent observed that the lights in the rental unit remained on. The agent accessed the rental unit that day and found that no personal belongings remained, only garbage and leftover food. After hearing this

testimony, I again asked the Tenant whether she had any documentation or other evidence to establish a vacate date earlier than October 10, 2025. The Tenant replied: "I don't know if I have anything, but we can just continue, that's fine. I will file my own thing." The Tenant subsequently confirmed that she understood how the vacate date was determined and how it was applied in calculating the rent arrears.

9. Based on the evidence before me, including the Landlord's testimony, the absence of documentary evidence from the Tenant supporting an earlier vacate date, and the Tenant's acquiescence to proceeding on the basis of a termination date of October 10, 2025, I find that the Tenant vacated the rental unit on October 10, 2025.
10. The lawful rent is \$1,600.00. It was due on the 1st day of each month.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to October 10, 2025, are \$3,726.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.
15. The Tenant may file her own application at the Board to raise any concerns about the Landlord's conduct and to seek a remedy.

Repayment

16. The Tenant requested six months to pay the arrears. Mr. Spadacini requested standard 11-day repayment terms.
17. I suggested a midpoint repayment date of March 31, 2026. Mr. Spadacini agreed to this extended repayment date, and I confirmed with both parties that the order will provide for repayment by March 31, 2026. I reviewed with the Tenant the consequences, specifically that the Landlord could commence collection proceedings in Small Claims Court, which could include wage garnishment if the rent arrears were not paid by the specified date. The Tenant confirmed that she understood these consequences.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 10, 2025, the date the Tenant moved out of the rental unit.

2. The Tenant shall pay to the Landlord \$3,912.00. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026, at 4.00% annually on the balance outstanding.

January 15, 2026

Date Issued

Ken Audziss

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.

Schedule 1
SUMMARY OF CALCULATIONS

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

Rent Owing to Move Out Date, October 10, 2025	\$3,726.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$3,912.00