



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

File Number: LTB-L-086974-25

In the matter of: 2392 SANDY TRAIL,
INNISFIL(ALCONA) ON L9S 2G3

Between: Cristina Almeida Landlord

and

Kevin Fleming Tenants
Pauline Clydesdale

Cristina Almeida (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin Fleming, Pauline Clydesdale and Gloria Clydesdale (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 11, 2025.

The Landlord and the Tenants, Pauline Clydesdale, attended the hearing on her behalf and on behalf of the other Tenants.

Determinations:

Preliminary Issues

1. The application was amended at the hearing to correctly identify the address of the rental unit. The Tenants did not object to the amendment.
2. The certificate of service filed with the Board indicates that the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) was served on September 12, 2025. I asked the Landlord whether all the Tenants were served with the N4 notice. The Landlord testified that she mailed a copy of the notice on September 10, 2025.
3. The Tenant, Pauline Clydesdale, confirmed that although one envelope containing the N4 notice was received by mail, it came to the attention of Kevin Fleming and herself on or about September 12, 2025, which is at least 14 days before the termination date set out in the N4 Notice.
4. Pauline Clydesdale testified that her mother, Gloria Clydesdale, moved out of the rental unit without notice to the Landlord sometime in June 2025. Pauline Clydesdale further

indicated that her mother did not receive the N4 Notice, had no knowledge of this application, and was unaware of the hearing.

5. The Landlord's position is that Gloria Clydesdale remains a joint tenant and is jointly and severally liable for the non-payment of rent.
6. I accept Pauline Clydesdale's evidence that Gloria Clydesdale has not resided in the rental unit since June 2025. However, this was a joint tenancy and the parties never agreed to amend the tenancy agreement by removing Gloria Clydesdale. The *Residential Tenancies Act, 2006* (Act) does not provide that a Tenant can unilaterally end their interest and obligations in an ongoing joint tenancy simply by vacating the rental unit.
7. Subsection 87(1.1) of the Act provides the Board with jurisdiction to order rent arrears against tenants no longer in possession of the rental unit if the application is made no later than one year after the tenant vacated. While the application was filed within one year period, the Board must ensure that the proceeding is conducting in a manner that is procedurally fair.
8. In this case, Gloria Clydesdale was not served with the N4 Notice, was not served with the application or notice of hearing and had no knowledge of these proceedings. As a result, she was not given an adequate opportunity to know the issue or to be heard.
9. Accordingly, I find that Gloria Clydesdale is not properly named as a Tenant in this Application and is therefore removed as a party.

Rental arrears

10. 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.
11. As of the hearing date, the Tenants was still in possession of the rental unit.
12. The lawful rent is \$3,200.00. It is due on the 1st day of each month.
13. Based on the Monthly rent, the daily rent/compensation is \$105.21. This amount is calculated as follows: $\$3,200.00 \times 12$, divided by 365 days.
14. The Tenants have paid \$2,800.00 to the Landlord since the application was filed.
15. After the application was filed, the Tenant received a credit of \$192.09. The Tenant had to pay for a repair in the rental unit. The Landlord referred me to a Canadian Tire receipt which was entered as Exhibit 1.
16. The rent arrears owing to December 31, 2025 after the credit of \$192.09 is \$24,857.91. The Tenants did not contest the outstanding arrears.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

18. The Landlord collected a rent deposit of \$3,200.00 from the Tenants 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.
19. Interest on the rent deposit, in the amount of \$291.11 is owing to the Tenants for the period from October 15, 2020 to December 11, 2025.

Relief from Eviction

20. Section 83 of the *Residential Tenancies Act, 2006* (the 'Act') requires the Board to consider whether it would be unfair to grant an eviction order, having regard to all circumstances, including the Tenants' personal circumstances, the reasons for the rent arrears, the Tenants' ability to remedy the arrears within a reasonable time, and any prejudice that may be experienced by the Landlord.
21. In this case, the parties were unsuccessful resolving the issue of rent arrears through a payment plan. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenants to pay off all outstanding amounts and void the order.
22. The Landlord testified that last year she cleared or forgave the Tenants' debt of \$14,600.00. Now the arrears have accumulated again and the Landlord is struggling financially to maintain all of the expenses.
23. The Tenant, Pauline Clydesdale, testified that she has not been paying the rent because her husband is a seasonal truck driver and applies for EI in winter. His EI is \$1,000.00 per month, and her EI is \$2,000.00 a month. She further indicated that her total expenses including her rent is approximately \$4,000.00.
24. The Tenant has two kids, 24 years old son and a 13 year old daughter. She also indicated her husband has a heart condition.
25. I asked the Tenant whether she started her search for a new rental unit. she indicated that she is unable to afford the current rent in the market. Her total expenses exceed her total income. The Tenant requested a 3-4 month delay for an eviction order.
26. The Landlord objected to the proposed delay and payment plan. It is the Landlord's position that further delay would cause financial prejudice to the Landlord because costs associated with the rental unit has to be paid.
27. While I acknowledge the Tenant's personal circumstances, the evidence establishes that the Tenants are unable to afford the current rent. The arrears have accumulated, and I do not believe the tenancy is viable. Therefore, I find that it would be unfair to grant relief from eviction pursuant to 83(1)(a) 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 Board in trust:**
 - \$28,243.91 if the payment is made on or before January 27, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the Board 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 27, 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 27, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$19,510.11. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$105.21 per day for the use of the unit starting December 12, 2025 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 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 28, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 27, 2026, then starting January 28, 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 28, 2026.

January 16, 2026

Date Issued

Adeela Alvez

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 28, 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 27, 2026

Rent Owing To January 31, 2026	\$31,050.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,800.00
Less the amount of the credit that the Tenant is entitled to	- \$192.09
Total the Tenant must pay to continue the tenancy	\$28,243.91

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

Rent Owing To Hearing Date	\$25,807.31
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,800.00
Less the amount of the last month's rent deposit	- \$3,200.00
Less the amount of the interest on the last month's rent deposit	- \$291.11
Less the amount of the credit that the Tenant is entitled to	- \$192.09
Total amount owing to the Landlord	\$19,510.11
Plus daily compensation owing for each day of occupation starting December 12, 2025	\$105.21 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	