



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

File Number: LTB-L-093544-25

In the matter of: D, 30 MULCASTER ST
BARRIE ON L4M3M1

Between: Marquee Mulcaster LP C/O Fuse Property Management Inc Landlord

And

Kathleen Vanduzen Tenant
Rob McCrady

Marquee Mulcaster LP C/O Fuse Property Management Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Kathleen Vanduzen and Rob McCrady (hereafter collectively referred to as the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 13, 2026.

The Landlord's Legal Representative, Cassandra Weatherston, and the tenants Kathleen Vanduzen ('K.V') and Rob McCrady ('R.M') attended the hearing.

Determinations:

Arrears of Rent

1. On October 21, 2025, the Landlord duly served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (the 'N4 Notice'), as it appears from a copy of the email sent by the Landlord to the Tenant on October 21, 2025 (DOC-6740611; Exhibit 1). 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 parties agree that the lawful rent is \$1,500.00. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
5. The parties agree that the Tenant has not made any payments since the application was filed.

6. The parties agree that the rent arrears owing to January 31, 2026, are \$9,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,500.00 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.
9. Interest on the rent deposit, in the amount of \$19.33 is owing to the Tenant for the period from June 4, 2025, to January 13, 2026.

Relief From Eviction

10. The Landlord sought the termination of the tenancy due to the amount of the rent arrears. The Landlord has attempted to negotiate with the Tenant an agreement including terms of payment for the Tenant's arrears, but the Tenant was not responsive to the Landlord's overtures.
11. K.V testified that the Tenant moved into the rental unit during the month of June 2025.
12. While K.V currently still resides in the rental unit, R.M proceeded to move out during the month of November 2025 following a conflict with K.V.
13. K.V stated that they have limited financial resources. They recognize that they no longer have the means to continue the tenancy and are in the process of moving out of the rental unit. They are therefore seeking to postpone the eviction to February 13, 2026.
14. R.M indicated that they do not intend to return to the rental unit.

Analysis

15. While there may have been a dispute between the K.V and R.M, such a conflict does not preclude the Tenant from paying the monthly rent to the Landlord during the course of the joint tenancy.
16. For greater clarity, a joint tenancy arises when two (2) or more tenants, together, enter into a tenancy agreement and agree to pay a landlord rent in return for the right to occupy a rental unit, and at the same time, each of them individually makes the same promise to pay rent to the landlord. [See *Soucy v Milton Heights Inc*, 2015 SKQB 126 (CanLII)] In a joint tenancy, the tenants are not responsible for separate shares of the rent, they are jointly and severally liable to the landlord for the entire rent. This means that if the rent is not paid, the landlord may pursue any of the joint tenants for the full amount owed.
17. 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 not be unfair to postpone the eviction until February 13, 2026, pursuant to subsection 83(1)(b) of the Act.
18. Since it appears that the Tenant does not have the financial capability to continue the tenancy of their own accord, under their current circumstances, I find the Tenant's inability

to pay the arrears of rent and the ongoing rent would result in additional prejudice to the Landlord; and given the increasing amount of arrears, I do not find it appropriate to grant relief from eviction beyond February 13, 2026.

19. The delayed eviction date will allow K.V additional time to seek financial assistance in order to pay the arrears and continue the tenancy. In the alternative, the Tenant will have additional time to continue searching for new housing accommodations.
20. The prejudice to the Landlord is minimized as the Landlord holds a last month's rent on deposit and the extension is not prolonged.

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:**
 - \$9,186.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$10,686.00 if the payment is made on or before February 13, 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 February 13, 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 February 13, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,807.83. 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 \$49.32 per day for the use of the unit starting January 14, 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 February 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 14, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 13, 2026, then starting February 14, 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 February 14, 2026.

January 27, 2026

Date Issued

Alexandre Traboulsi

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 August 14, 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 31, 2026

Rent Owing To January 31, 2026	\$9,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 13, 2026

Rent Owing To February 28, 2026	\$10,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,686.00

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

Rent Owing To Hearing Date	\$8,141.16
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,500.00
Less the amount of the interest on the last month's rent deposit	- \$19.33
Total amount owing to the Landlord	\$6,807.83
Plus daily compensation owing for each day of occupation starting January 14, 2026	\$49.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	