



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

File Number: LTB-L-080984-25

In the matter of: 307, 1700 VICTORIA PARK AVE
NORTH YORK ON M1R1R3

Between: Winwood Courts Limited Landlord

And

Tascatan Guner Tenant

Winwood Courts Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Tascatan Guner (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 16, 2025.

The Landlord's Representative, Emily Barbati, and the Tenant, Tascatan Guner, attended the hearing. The Tenant was supported by Yuxin Chen, an eviction prevention program support person.

Preliminary issue:

Remove a party

1. The Tenant's request to remove Margarita Cabbugg (MC) as a party to this application is granted for the reasons that follow.
2. MC was not present at the hearing. The Tenant, Tascatan Guner ('TG'), testified that MC is her brother's friend who helped her in acquiring this rental unit in 2012. MC signed the documents as a co-signor but has never lived here or paid rent to the Landlord. MC has had no form of control over the rental unit throughout the tenancy and did not visit regularly. The tenancy began in 2012.
3. The Landlord's Legal Representative stated that she is not aware of MC being a co-signor. The Landlord's Legal Representative did not have a copy of the lease agreement on hand. Landlord does not believe that MC should be removed as a party as it would be prejudicial to the Landlord to do so.
4. Although until recently the Board did not have the jurisdiction to order arrears against a tenant who has vacated, recent amendments to section 87 of the *Residential Tenancies Act, 2006* (the "Act") make it clear that a tenant may still be considered a tenant even if

they do not have possession of the unit. Section 87 allows the Board to order arrears against a tenant or former tenant not in possession where the tenant vacated on or after September 1, 2021, the application was filed within one year of the tenant vacating, and the tenant has been given notice of the application and hearing.

5. In this case, MC has not had possession of the rental unit since at least before September 1, 2021, which means the Board does not have any jurisdiction to order anything against MC. MC's name is being removed as a party to this application.

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 \$1,360.95. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$44.74. This amount is calculated as follows: $\$1,360.95 \times 12$, divided by 365 days.
5. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
6. The parties agree that the rent arrears owing to December 31, 2025, are \$5,443.80.
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 \$1,327.82 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 \$31.83 is owing to the Tenant for the period from January 1, 2025 to December 16, 2025.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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 January 7, 2026 pursuant to subsection 83(1)(b) of the Act.
11. The Tenant testified that her partner passed away last year, and he owed money to a friend which she had to pay. The Tenant testified that she is now free of the debt and her son is also moving back into the rental unit and he will also help pay rent. She is requesting a 12-month payment plan. The Tenant has also applied to the Eviction Prevention Program which if approved would help her pay off the arrears. The Tenant has lived here a long time and needs some time to find resources to pay off the arrears.

12. The Landlord opposes the payment plan as the Tenant's personal circumstances have not changed and this payment plan is incumbent on her son supporting her. There is no evidence of the son moving in.
13. I find that granting the 12-month payment plan is not prejudicial to a corporate Landlord especially considering the length of the tenancy. The Landlord has a recourse in section 78 if the Tenant fails to pay her rent arrears.

It is ordered that:

1. The Tenant shall pay to the Landlord \$5,629.80 for arrears of rent up to December 31, 2025, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) The Tenant shall pay \$469.15.00 towards arrears of rent on or before the 20th day of each month, beginning February 20, 2026, up to and including January 20, 2027.
 - b) The Tenant shall also pay the lawful rent for January 2026 (if not already done so) on or before January 25, 2026.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 1, 2026, to January 1, 2027, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after **December 31, 2025**.

January 22, 2026
Date Issued

Sheena Brar
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.