



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-103932-25

In the matter of: 1405, 17 FARMSTEAD RD
Toronto ON M2L2G1

Between: MLYM Inc. Landlord

And

Paula Gonzales Medina Tenant

MLYM Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Paula Gonzales Medina and Margarita Crespo De Delgado (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 27, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Faith MacGregor, a licensed paralegal. The Tenant was represented by Rebecca Ward, a lawyer licensed to practise law in Ontario. Violeta Manalang, the Landlord's Service Co-Ordinator was also in attendance.

Determinations:

1. The parties consented to the order set out below; however, the parties brought one issue before me for consideration.
2. The Application named the Tenant's mother-in-law, Margarita Crespo De Delgado as a co-Tenant. The Tenant gave evidence that her mother-in-law had vacated the unit two years ago. Ms. De Delgado did not provide the Landlord with notice of her departure nor did she return any keys to the property management office. I accept the Tenant's evidence that her mother-in-law vacated the unit two years ago and does not have access to the unit nor does Ms. De Delgado regularly attend at the unit.

3. The N8 was served by sending it by regular mail to the rental unit. As Ms. De Delgado was not residing in the unit on the date of service, service by mail to her former address is not proper service.
4. The legal representative for the Landlord asked me to allow Ms. De Delgado to be named in the order because there is no negative affect to her being so named if she has already vacated the unit.
5. The Landlord's argument is not the proper test for service. The co-Tenant was not properly served, and as she was not in possession of the rental unit when the application was filed. Therefore, I have amended the style of cause to remove her name from this order.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay her lawful monthly rent by the 1st day of each month beginning February 1, 2026 until January 1, 2027.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. 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.

February 2, 2026
Date Issued

Christina Budweth
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.