



Order under Section 69 Residential Tenancies Act, 2006

Citation: Estate of Heather Mackenzie Voith v Rubinoff Katruk, 2026 ONLTB 8424

Date: 2026-01-30

File Number: LTB-L-077518-25

In the matter of: 66 CHARLES BEST PL
KITCHENER ON N2M5A3

Between: Estate of Heather Mackenzie Voith Landlord

And

Carolyn Rubinoff Katruk Tenants
Greg Katruk
Sydney Katruk

Estate of Heather Mackenzie Voith (the 'Landlord') applied for an order to terminate the tenancy and evict Carolyn Rubinoff Katruk, Greg Katruk and Sydney Katruk (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on November 26, 2025.

The Landlord was represented at the hearing by Angus Chan, a paralegal student under the supervision of the Landlord's legal representative, Brittany Colley.

The Tenants attended the hearing and spoke with Tenant Duty Counsel ahead of the hearing.

Determinations:

1. The Landlord served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). However, I find that the N4 Notice did not accurately list the amount of arrears owing by the Tenant as of the day it was served, which is explained in my reasons below. In any event, the Tenants vacated the rental unit before the hearing date and the only remaining issue to be adjudicated is the amount of arrears, if any, that remain owed by the Tenant.
2. The Landlord and the Tenants significantly disagreed about the amount of the lawful monthly rent. The Landlord took the position that the monthly rent for the rental unit is \$2,500.00, but the Tenants' view is that the monthly rent for the rental unit is \$350.00.
3. Part 5 of the lease lists the base rent for the rental unit as \$2,500.00. However, this is not the only statement about the rent in the lease. Part 7 of the lease describes a "rent

discount". In the description of the discount, the Landlord's agent wrote "Payments for monthly rent will be \$350.00 per month." No time limit on the discount is described in the lease. The lease specifies – at Part 4 – a fixed length agreement running from June 1, 2023, to July 31, 2025, after which the tenancy converted to a month-to-month tenancy by operation of section 38(1) with the same terms.

4. The Tenant Carolyn Rubinoff Katruk testified that she had paid the Landlord \$350.00 in rent while living in the rental unit and this was what she understood the rent to be.
5. The Landlord's representative submitted that the parties had an oral agreement that the \$350.00 would increase to \$2,500.00 if the Tenants did not vacate the rental unit as of the end of the fixed term of the lease.
6. However, Ms. Katruk testified that these were not the terms that she agreed to, as such a rent would be unaffordable to her. I found Ms. Katruk's testimony on this point to be credible and consistent.
7. The "discount" referred to in the lease is not a rent discount as that term is used in the Act. The Act contemplates rent discounts of various types at section 111 of the Act, which are described in the information package that accompanies the Standard Form Lease. The "discount" described by the Landlord does not conform to the types of discounts contemplated by the Act or its regulations: as written in the lease, no time limitation is provided for the discount.
8. A permanent "discount" of the type written into the lease is not a rent discount at all: the real substance of this agreement – which the Board must ascertain pursuant to section 202 of the Act – is a lawful monthly rent of \$350.00. Neither party was of the expectation that the Tenants would pay more than this amount during the fixed term of the lease and – pursuant to section 38(1) of the Act – these terms would have continued when the tenancy converted to a month-to-month arrangement.
9. What the Landlord has attempted to do by characterizing the \$350.00 as the amount of rent due after a discount is to preserve the ability to increase the rent to \$2500.00 when, in the Landlord's view, the discount is no longer applicable. This is effectively an attempt to circumvent the Landlord's duties and restrictions under sections 110 and 111 of the Act.
10. Subsection 4(1) of the Act renders any provision in a tenancy agreement that is inconsistent with the Act or its regulations void. In other words, the Act applies to the Landlord and the Tenants regardless of any attempt to contract out of its provisions. As such, any clause of the rental agreement purporting to preserve the Landlord's ability to increase the rent at the end of the fixed term of the lease (beyond any increase permitted pursuant to sections 110 and 111) is void.
11. As such, I find that the lawful rent for the rental unit was \$350.00 for the entire duration of the tenancy.
12. The Tenants was in possession of the rental unit on the date the application was filed.
13. The Tenants vacated the rental unit on November 8, 2025. Rent arrears are calculated up to the date the Tenants vacated the unit.

14. The Tenants have not made any payments since the application was filed.
15. The rent arrears owing to November 8, 2025 are \$1,492.11.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of November 8, 2025, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$1,678.11. This amount includes rent arrears owing up to the date the Tenants 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 Tenants does not pay the Landlord the full amount owing on or before February 9, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.

January 30, 2026
Date Issued

Jeremy Henderson
Member, Landlord and Tenants 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 Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$1,492.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$1,678.11