



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-091773-25

In the matter of: 216, 1002 LAWRENCE AVE E
NORTH YORK ON M3C1R4

Between: Monterey Park Inc. Landlord

And

Ilana Awronski Tenants
Jennifer Awronski

Monterey Park Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ilana Awronski and Jennifer Awronski (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 14, 2026.

The Landlord's Agent, Morris Rozen, the Landlord's Legal Representative, Alon Gray, and the Tenant, Ilana Awronski (IA), attended the hearing.

Determinations:

Preliminary Issue: Tenant Requested a Closed Hearing and a Confidentiality Order

1. At the outset of the hearing, Tenant IA requested for a closed hearing. The Tenant testified that she was seeking a closed hearing and a confidentiality order as the reasons for her vacating the rental unit were sensitive and personal. The Landlord took no position on the request for a confidentiality order.
2. Hearings at the Landlord and Tenant Board are generally open to the public, in accordance with s. 9 of the Statutory Powers Procedure Act ("SPPA") and the open court principle: see *Toronto Star v. AG Ontario*, 2018 ONSC 2586 at para. 6. Further, the Board's adjudicative records are generally open to the public, the Board's decisions include the names and addresses of the parties to the proceeding, and recordings of hearings may also be available to the public under the open court principle.
3. For proceedings commenced on or after June 30, 2019, there is also a statutory requirement pursuant to s. 2(1) of the Tribunal Adjudicative Records Act ("TARA") that adjudicative records be made available to the public. Adjudicative records include the

application, a notice of hearing, the evidence and submissions in the proceeding, the Board's decisions, along with the other documents listed in s.1(2) of TARA.

4. As public access to tribunal proceedings and adjudicative records are protected by freedom of expression under s. 2(b) of the Canadian Charter of Rights and Freedoms as well as freedom, restrictions on access – whether by excluding the public from a hearing, ordering a publication ban, sealing recordings, sealing or redacting specific or selected portions of records, or anonymizing a decision – are exceptional.
5. The Tribunal may hold hearings in the absence of the public only in very limited circumstances set out in s. 9(1) of the SPPA, where the tribunal is of the opinion that:
 - a. matters involving public security may be disclosed; or
 - b. intimate financial or personal matters or other matters may be disclosed at the hearing of such a nature, having regard to the circumstances, that the desirability of avoiding disclosure thereof in the interests of any person affected or in the public interest outweighs the desirability of adhering to the principle that hearings be open to the public.
6. Rule 7.7 of the Landlord and Tenant Board rules of practice and procedure reflects s. 9(1) of the SPPA and permits the Tribunal to restrict public access to the hearing on the same grounds.
7. Under s. 2(2) of TARA, the Board may order that all or part of an adjudicative record be treated as confidential and not disclosed to the public if it is determined that:
 - a. matters involving public security may be disclosed; or
 - b. intimate financial or personal matters or other matters contained in the record are of such a nature that the public interest or the interest of a person served by avoiding disclosure outweighs the desirability of adhering to the principle that the record be available to the public.
8. Therefore, before I grant a request to restrict access, I must be satisfied that the interest in safeguarding personal privacy in the case outweighs the public interest in including that information in the publicly accessible records.
9. The test for determining whether a limit on tribunal openness ought to be granted was recast by the Supreme Court of Canada in *Sherman Estate v. Donovan*, 2021 SCC 25 (CanLII). In order to succeed, the person asking a court to exercise discretion in a way that limits the open court presumption must establish that:
 - (1) court openness poses a serious risk to an important public interest;
 - (2) the order sought is necessary to prevent this serious risk to the identified interest because reasonably alternative measures will not prevent this risk; and
 - (3) as a matter of proportionality, the benefits of the order outweigh its negative effect.

10. In all cases, the person seeking to restrict access has the onus to displace the general rule of openness. Notably, the open court principle takes primacy over general privacy concerns and exceptions to openness must be proven on a case-by-case basis: *Toronto Star* at para. 91.
11. I am not satisfied that IA has established a requirement to restrict public access or the grounds for a confidentiality order. The details surrounding why she vacated the rental unit are not needed to determine the amount of the rental arrears and the appropriateness of an eviction order for the tenant still in possession of the unit. IA has not filed any evidence with the Board that discloses the reasons behind her vacating the rental unit, therefore a confidentiality order is not required.

Preliminary Issue: IA is a Joint Tenant

12. The lease does not explicitly state what kind of tenancy agreement was created, however it identifies IA and JA as tenants who are collectively responsible for the monthly rent. In the circumstances, I am satisfied that this is a joint tenancy that was collectively entered into by the Landlord and IA and JA.
13. IA testified that she had moved out of the rental unit on September 13, 2025. IA testified that she did not notify the Landlord, and the Landlord's Agent testified that they only recently learned about the events surrounding the move out of IA.
14. I agree with and adopt the analysis of Member Whitmore in *Osgoode Properties v. Northmore*, 2018 CanLII 153456 (EAL-92191-20), in which he undertook an extensive analysis of the nature of tenancies-in-common and joint tenancies before concluding the following in relation to joint tenants:

65. I have concluded that, in the current state of the law, the vacating tenant is not able to divest themselves of the tenancy. They may potentially be found liable for contraventions long after they have vacated. Fair or not, in my view that is how the law currently balances the parties' interests.

...

67. Unless the Landlord consents, I have concluded that the law does not permit [the tenant] to remove herself from the tenancy unless the entire tenancy is terminated. In short, the Landlord's interest in holding both [tenants] liable trumps [the vacating tenant's] interest in divestment. Whether that is the best way to balance the parties' competing interests is not for me to say.

15. IA did not assert that she obtained either JA's or the Landlord's consent to either terminate her interest in the tenancy, or to amend the existing tenancy to only include the Landlord and JA. As a result, I find that she did not terminate her interest in the joint tenancy when she vacated the rental unit.

Does the LTB have jurisdiction to make an order against IA?

16. It was not disputed that IA was no longer in possession of the rental unit when this application was filed on October 31, 2025. Pursuant to sections 87 and 189.0.1 of the Act, a landlord can bring an application seeking arrears of rent from a tenant or former tenant no longer in possession who vacated on or after September 1, 2021 so long as the application is filed no later than 1 year after the tenant or former tenant has ceased to be in possession, and the tenant or former tenant who is no longer in possession is given notice of the application and hearing.
17. Normally, a landlord must file an L10 application against a tenant or former tenant who has vacated. I find that it is unnecessary in this case to require the Landlord to refile an L10 application for arrears against IA. I am satisfied that IA received notice of this hearing, attended the hearing, was given an opportunity to participate in the proceedings, and did in fact participate. In my view, it would not be unfair to treat the claims against IA as an L10 within this L1 application. I am satisfied that doing so is consistent with section 183 of the Act which directs the Board to adopt the most expeditious method of determining the questions arising in a proceeding that affords all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

L1 Application:

18. 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.
19. As of the hearing date, the Tenant JA was still in possession of the rental unit. For the reasons given above, I am satisfied that IA is a proper party to this application.
20. The lawful rent is \$1,450.27. It is due on the 1st day of each month.
21. Based on the Monthly rent, the daily rent/compensation is \$47.68. This amount is calculated as follows: $\$1,450.27 \times 12$, divided by 365 days.
22. The Tenant has not made any payments since the application was filed.
23. The rent arrears owing to January 31, 2026 are \$5,711.62. The Tenant did not dispute the amount of the arrears.
24. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
25. The Landlord collected a rent deposit of \$1,200.00 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.
26. Interest on the rent deposit, in the amount of \$199.32 is owing to the Tenant for the period from October 1, 2016 to January 14, 2026.

Section 83 Considerations:

27. The Tenant JA did not attend the hearing and thus I did not hear any evidence or submissions from them regarding their circumstances. The Landlord was not aware of any relevant section 83 considerations for the Tenant. IA did not provide any evidence on section 83 considerations.
28. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) 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 LTB in trust:**
 - \$7,347.89 if the payment is made on or before February 14, 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 14, 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 14, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,715.55. 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 \$47.68 per day for the use of the unit starting January 15, 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 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 14, 2026, then starting February 15, 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 15, 2026.

February 3, 2026

Date Issued

Allana McComb
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 15, 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 February 14, 2026

Rent Owing To February 28, 2026	\$7,161.89
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,347.89

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

Rent Owing To Hearing Date	\$4,928.87
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,200.00
Less the amount of the interest on the last month's rent deposit	- \$199.32
Total amount owing to the Landlord	\$3,715.55
Plus daily compensation owing for each day of occupation starting January 15, 2026	\$47.68 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	