



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-071788-25

In the matter of: 576 GIBNEY CRES
NEWMARKET ON L3X1Y5

Between: Housing York Inc. Landlord

And

Nancy Marshall Tenant

Housing York Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Nancy Marshall (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

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

Housing York Inc. (the 'Landlord') also applied for an order requiring Nancy Marshall (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on December 11, 2025.

Only the Landlord's Agent Kerri Klywak and the Landlord's Legal Representative Cathy Corsetti attended the hearing.

As of 9:33 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is granted.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On August 13, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleged that the Tenant failed to pay utility costs they were required to pay under the terms of the tenancy agreement.
4. The Landlord introduced as evidence copies of invoices and a ledger of unpaid water and hot water costs for the periods from June 2024 to November 2025, with the total of all remaining unpaid costs of \$9,357.93 to the date of the hearing.
5. On the basis of the uncontested evidence before the Board, I find that the Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act). Accordingly, the tenancy shall be terminated.
6. Based on the monthly rent, the daily compensation is \$24.95. This amount is calculated as follows: \$759.00 x 12, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement, and the Landlord has incurred reasonable out-of-pocket expenses of \$9,357.93 as a result of the Tenant's failure to pay utility costs.
10. 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. The Tenant must move out of the rental unit on or before February 16, 2026.
2. If the unit is not vacated on or before February 16, 2026, then starting February 17, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 17, 2026.
4. The Tenant shall also pay the Landlord compensation of \$24.95 per day for the use of the unit starting December 12, 2025 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$9,357.93, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$9,543.93.

8. If the Tenant does not pay the Landlord the full amount owing on or before February 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.

February 5, 2026

Date Issued

Kyle Anderson

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 of the Tenant expires on August 17, 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.