



Order under Section 69 Residential Tenancies Act, 2006

Citation: Glendale Properties Inc. v MacDonald, 2026 ONLTB 15284

Date: 2026-02-17

File Number: LTB-L-028223-25

In the matter of: 124 GLEN RD
TORONTO ON M4W2W2

Between: Glendale Properties Inc. Landlord

And

Laura MacDonald Tenant

Glendale Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Laura MacDonald (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

This application was heard by videoconference on February 9, 2026. Only the Landlord's Legal Representative, Ali Golabgir, attended the hearing. As of 10:33 a.m., 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 the claim for compensation in the application. Therefore, the Tenant shall pay \$6,564.80 to the Landlord.
2. The Tenant was in possession of the rental unit on the date the application was filed. The Tenant vacated the rental unit on June 29, 2025.
3. On March 19, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on March 24, 2025, with a termination date of April 15, 2025. The notice of termination contains the following allegations: that the Tenant failed to pay water utilities and maintenance fees they were required to pay under the terms of their residential lease.

4. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination (March 25-31, 2025); specifically, the Tenant did not pay the outstanding water utility bills and maintenance fees to the Landlord. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. The Landlord submitted a copy of the residential lease into evidence, signed by the Tenant and dated September 10, 2023. Schedule D to the lease identified that the Tenant was responsible for the cost of all utilities during the term of the lease, including water.
6. The lease also identified that the Tenant was responsible to pay a monthly property maintenance fee, to cover exterior maintenance costs, including lawn cutting, snow removal and salt application.
7. The Landlord provided invoices from Toronto Water & Solid Waste Management Services for the period October 22, 2023 - June 23, 2024, totalling \$1,892.24 for the rental unit.
8. The Landlord also provided invoices from AP Landscaping for the period December 15, 2023 – March 15, 2025. The Landlord's claim in regards to these maintenance expenses/fees is \$4,486.56.
9. I am satisfied that the Landlord has incurred reasonable out-of-pocket expenses of \$6,378.80 as a result of the Tenant's failure to pay their water utility bills and maintenance fee invoices.
10. The Tenant did not attend the hearing to provide evidence.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of June 29, 2025.
2. The Tenant shall pay to the Landlord \$6,378.80, which represents the reasonable out-of-pocket expenses the Landlord has incurred to June 29, 2025.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$6,564.80
5. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 17, 2026
Date Issued

Curtis Smith
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.