



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-076375-25

In the matter of: UNIT B, 480 NORMAN STREET
PEMBROKE ON K8A 3T8

Between: Budd Mathieson Landlord
Kateri Slaughter

and

Samantha Adler Tenant
James Ingersoll

Budd Mathieson and Kateri Slaughter (the 'Landlord') applied for an order to terminate the tenancy and evict Samantha Adler and James Ingersoll (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 19, 2025 and February 20, 2026.

The Landlord, Kateri Slaughter, and the Landlord's representative, Kelly Hawkes, and both Tenants attended the November 19, 2025, hearing.

The Landlord, Kateri Slaughter, and the Landlord's representative, Kelly Hawkes, and the Tenant Samantha Adler attended the February 20, 2026, hearing. Samantha Adler spoke with Tenant Duty Counsel prior to the hearing.

As of 9:30 a.m., the Tenant, James Ingersoll, was not present or represented at the February 20, 2026, hearing, although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. The Landlord's representative also indicated that she served the Landlord's evidence and a copy of the notice of hearing on Mr. Ingersoll in advance of the hearing.

Determinations:

Whether Samantha Adler was improperly removed from the unit by the Landlord?

1. For the reasons that follow, I find that Samantha Adler was not improperly removed from the rental unit by the Landlord.

2. The application was originally heard on November 19, 2025. The matter was adjourned to February 20, 2026, at Samantha Adler's request to ensure she can adequately understand and respond to the Landlord's case because the application came to her attention a few days prior to the hearing, when the Landlord's representative emailed the notice of hearing and the Landlord's evidence. The Tenant also alleged on November 19, 2025, that the Landlord improperly forced her to vacate the rental unit on May 30, 2025, and that she was not in possession when the Landlord filed this application and notice of hearing were issued. If this allegation is proven true, it could directly affect her status as a Tenant under the L1 application and her liability for the rent arrears claimed.
3. At the February 20, 2026, hearing, Ms. Adler, denied her statements made on November 19, 2025. She testified that she was removed by the police on May 31, 2025 because of an issue between her and her former spouse. She acknowledged that she was not removed from the rental unit by the Landlord, but that she informed the Landlord in June 2025 that she was no longer living at the rental property.

Does the Board have jurisdiction to make an order against Samantha Adler?

4. For the reasons that follow, I find that the Board has jurisdiction to make an order against Samantha Adler for the rental arrears.
5. The parties do not dispute that Tenants are jointly and severally liable. The Landlord never agreed to remove Samantha Adler as a Tenant.
6. Ms. Adler argues that she vacated the property on May 31, 2025 and should not be held liable for the rent. It is the Landlord's position that both the Tenants are jointly liable regardless of the fact that Ms. Adler vacated the property.
7. The Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) was served on August 13, 2025, and the L1 application was filed with the Board on September 11, 2025. Both James Ingersoll and Samantha Adler are named as Tenants in these documents.
8. Ms. Adler asserts that she was not residing in the rental unit when the N4 Notice was served and the application was filed, but the tenancy agreement was never amended to remove her as a Tenant, and the *Residential Tenancies Act, 2006* (the 'Act') does not allow a tenant to unilaterally sever their interest in an ongoing joint tenancy by simply vacating the rental unit.
9. While Ms. Adler continues to be a Tenant legally, I accept her evidence that she vacated the rental unit around May 31, 2025 and was therefore not in possession of the rental unit when the Landlord filed this application on September 11, 2025
10. Subsection 87(1)(b) of the Act provides that a landlord may apply to the Board for rent arrears against a tenant no longer in possession of a rental unit so long as the tenant ceased to be in possession on or after September 1, 2021. In this case, Ms. Adler vacated on May 31, 2025.
11. There is also a one-year limitation period on claims made against a tenant no longer in possession of the rental unit. Subsection 87(1.1) of the Act provides that the application must be made no later than one year after the Tenant vacated. In this case, I find that the

Board has jurisdiction to hear claims against Ms. Adler and to issue an order requiring her to pay rent arrears because Ms. Adler vacated on May 31, 2025 and the application was filed less than a year later on September 11, 2025.

12. Normally, a Landlord must file a L10 application against a Tenant who has vacated the rental unit and must also serve the Tenant with the application and a notice of hearing. However, in the circumstances of the case, I find that it is unnecessary to require the Landlord to file an L10 application for arrears against Samantha Adler.
13. As noted, Ms. Adler obtained an adjournment of the November 19, 2025, hearing to adequately understand the Landlord's case. At the February 20, 2026, hearing, Ms. Adler confirmed having an adequate opportunity to understand the Landlord's case and the reason for her attendance at the hearing.
14. I find that Ms. Adler received adequate notice of this hearing, attended the hearing, was provided an opportunity to participate in the proceedings, and gave her evidence. Therefore, it would not be unfair to treat the claims against Ms. Adler pursuant to subsection 87(1)(b) of the Act together with this L1 application. This is also 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.
15. This ultimately means that the Board's order will include both Tenants as respondents with joint liability for the rent arrears.

Rental arrears

16. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
17. As of the hearing date, James Ingersoll was still in possession of the rental unit. Based on the reasons above, Samantha Adler is correctly named as a party to the application.
18. The lawful rent is \$2,300.00. It is due on the 1st day of each month.
19. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
20. The Tenants have not made any payments since the application was filed.
21. The rent arrears owing to February 28, 2026 are \$16,100.00.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
23. The Landlord collected a rent deposit of \$2,300.00 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.

24. Interest on the rent deposit, in the amount of \$78.54 is owing to the Tenant for the period from September 15, 2024 to February 20, 2026.

Relief from eviction

25. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlords attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
26. In this case, the parties were unsuccessful resolving the issue of rent arrears through a payment plan. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenants to pay off all outstanding amounts and void the order.
27. At the November 19, 2025, hearing, James Ingersoll, testified that he intended to move out of the rental unit by the end of the month. However, as of the hearing on February 2026, he remains in possession of the rental unit and has paid no rent to the Landlord. Based on the evidence, I find that the tenancy is not viable. The Tenants are unable to afford the current rent, and the arrears have accumulated to \$16,100.00.

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 Board in trust:**
 - \$16,286.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$18,586.00 if the payment is made on or before March 8, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the Board 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 March 8, 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 March 8, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$13,119.86. 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 \$75.62 per day for the use of the unit starting February 21, 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 March 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 9, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 8, 2026, then starting March 9, 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 March 9, 2026.

February 25, 2026
Date Issued

Adeela Alvez
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 September 9, 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 28, 2026

Rent Owing To February 28, 2026	\$16,100.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,286.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 8, 2026

Rent Owing To March 31, 2026	\$18,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,586.00

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

Rent Owing To Hearing Date	\$15,312.40
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$78.54
Total amount owing to the Landlord	\$13,119.86
Plus daily compensation owing for each day of occupation starting February 21, 2026	\$75.62 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	