



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

File Number: LTB-L-102352-25

In the matter of: 2164 CHAMPLAIN RD
TINY ON L9M0C4

Between: Dzenan Kurt Landlord
Lejla Kurt

And

Devin Cole Tenant
Marlise Benton

Dzenan Kurt and Lejla Kurt (the 'Landlord') applied for an order to terminate the tenancy and evict Devin Cole and Marlise Benton (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 12, 2026.

Both Landlords and the Former Tenant, Marlise Benton attended the hearing.

As of 3:50pm, the Current Tenant Devin Cole 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. 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.
2. The tenancy commenced on June 15, 2025 for a one year fixed term.
3. The Former Tenant, Marlise Benton, terminated their interest in the joint tenancy by serving the Landlord an N15 notice with a termination date of December 11, 2025, pursuant to section 47.2 of the *Residential Tenancies Act, 2006* (the 'Act').
4. On this basis, I find that both, the Former Tenant, Marlise Benton, and the Current Tenant, Devon Cole, are jointly and severally liable for the portion of rent arrears from August 15, 2025 to December 11, 2025 in the amount of \$11,178.84.

5. The lawful rent is \$2,900.00. It is due on the 15th day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: $\$2,900.00 \times 12$, divided by 365 days.
7. The amount of arrears jointly owing by Former Tenant and the Current Tenant are calculated as follows: rent owing from August 15, 2025 to November 14, 2025 (\$8,700.00) plus 26 days from November 15, 2025 to December 11, 2025 at \$95.34 daily compensation (\$2,478.84) for a total of \$11,178.84.
8. The Current Tenant remained in possession of the rental unit as of the hearing date and is solely responsible for the arrears and NSF charges owing from May 21, 2024, onward.
9. The pertinent sections of the Act under s. 47.2 provides:

Notice to terminate interest in joint tenancy

47.2 (1) A joint tenant may terminate his or her interest in a monthly or yearly tenancy or in a tenancy for a fixed term by giving notice of termination to the landlord in accordance with this section if,

(a) the tenant is deemed under subsection 47.3 (1) to have experienced violence or another form of abuse; or

(b) a child residing with the tenant is deemed under subsection 47.3 (1) to have experienced violence or another form of abuse. 2016, c. 2, Sched. 6, s. 1.

Notice given by some of the joint tenants

(2) A joint tenant who meets the requirement in clause (1) (a) or (b) may give a notice under subsection (1),

(a) either solely; or

(b) jointly with some but not all of the other joint tenants. 2016, c. 2, Sched. 6, s. 1.

Tenant vacating unit in accordance with notice

(6) A tenant who gave notice under subsection (1) and vacates the rental unit on or before the termination date set out in the notice ceases to be a tenant and a party to the tenancy agreement on the termination date, but this subsection does not affect any right or liability of the tenant arising from any breach of obligations that relates to the period before the termination. 2016, c. 2, Sched. 6, s. 1.

Rent deposit

(8) Any rent deposit paid to the landlord or a former landlord in respect of the tenancy shall enure to the benefit of the tenant or tenants who did not give the notice under subsection

(1) and any tenant in respect of whom the notice becomes void under subsection (5). 2016, c. 2, Sched. 6, s. 1.

10. The position of the Landlord's is they acknowledge the service of the N15 notice by the Tenant with a termination date of December 11, 2025.
11. The Landlord stated he Current Tenant is still residing in the rental unit.
12. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I am satisfied that Devin Cole is still in possession of the rental unit.
13. The lawful rent as of February 12, 2026 is \$2,900.00 due on the 15th of each month.
14. Neither the Former Tenant nor the Current Tenant has made any payments since the application was filed.
15. The rent arrears owing to February 14, 2026 are \$14,500.00.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$2,900.00 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.
18. Interest on the rent deposit, in the amount of \$44.38 is owing to the Tenant for the period from May 23, 2025 to February 12, 2026.
19. The Former Tenant stated she expected the Current Tenant to attend the LTB hearing as they were both in family court the day before the LTB hearing. The Former Tenant stated the Current Tenant was aware of the LTB hearing.
20. The Former Tenant stated that she and the Current Tenant have children ages five and one and one and half, and the children reside with the Former Tenant at her mother's residence.
21. The Landlord stated they have no knowledge of any occupant residing in the rental unit and the Landlord has communicated with the Current Tenant for payment however the Current Tenant makes promises of payment and does not follow through.
22. The Current Tenant did not attend the hearing to make submissions regarding their unique circumstances to consider any discretionary relief from eviction.
23. Given the Current Tenant did not attend the hearing to provide submissions of his own for my consideration of any further relief, I find a delay of eviction would be prejudicial to the Landlord.
24. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord 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.
25. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Former Tenant, Marlise Benton is terminated as of December 11, 2025, the date the Former Tenant transferred their interest in the joint tenancy to the Current Tenant pursuant to section 47.2 of the Act.
2. The tenancy between the Landlord and the Current Tenant is terminated unless the Tenant voids this order.
3. **The Current Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$18,920.76 if the payment is made on or before March 27, 2026. See Schedule 1 for the calculation of the amount owing.
4. The Current 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 March 27, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **If the Current Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 27, 2026.**
6. If the Current Tenant does not void the order:
 - 1) The Former Tenant and the Current Tenant shall pay to the Landlord \$11,178.84. This amount is jointly and severally the responsibility of both the Former Tenant and the Current Tenant and represents the rent arrears and NSF charges owing up to December 11, 2025.
 - 2) If the Former Tenant and the Current Tenant do not pay the Landlord the full amount owing under subparagraph 1) above, on or before March 27, 2026, they will start to owe interest. This will be simple interest calculated from March 28, 2026 at 4.00% annually on the balance outstanding.
 - 3) The Current Tenant shall pay to the Landlord \$9,985.70. This amount includes rent arrears owing from August 15, 2025 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 Current Tenant. See Schedule 1 for the calculation of the amount owing.
 - 4) If the Current Tenant does not pay the Landlord the full amount owing under subparagraph 3) above, on or before March 27, 2026, the Current Tenant will start to owe interest. This will be simple interest calculated from March 28, 2026 at 4.00% annually on the balance outstanding.
 - 5) The Current Tenant shall also pay to the Landlord compensation of \$95.34 per day for the use of the unit starting February 13, 2026 until the date the Current Tenant moves out of the unit.

7. If the unit is not vacated on or before March 27, 2026, then starting March 28, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 28, 2026.

March 16, 2026

Date Issued

Greg Brocanier

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 28, 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 Tenants must jointly and severally pay as the tenancy is terminated for the Former Tenant on December 11, 2025.

Rent Owing To December 11, 2025	\$11,178.84
NSF Charges for March, April, and May 2024	\$60.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$11,364.84

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 27, 2026

Rent Owing To April 14, 2026	\$18,734.76
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,920.76

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

Rent Owing To Hearing Date	\$12,744.08
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,900.00
Less the amount of the interest on the last month's rent deposit	- \$44.38
Total amount owing to the Landlord	\$9,985.70
Plus daily compensation owing for each day of occupation starting February 13, 2026	\$95.34 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

