



**Order under Section 78(6)
Residential Tenancies Act, 2006**

File Number: LTB-L-015706-26

In the matter of: 107, 4 LATIMER AVE
TORONTO ON M5N2L9

Between: 4 Latimer Holdings Limited Landlord

And

Edith Racz Tenant

4 Latimer Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Edith Racz (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on January 8, 2026 with respect to application LTB-L-082068-25.

A hearing was held by videoconference on April 1, 2026 to consider this application.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Amy McCue.

Determinations:

Preliminary Issue: Who is the Landlord?

1. This matter was directed to a hearing to determine whether the order issued on January 8, 2026 named the correct Landlord.
2. At the hearing I heard evidence from the parties as follows:
 - The Tenant was aware of the change in Landlord at the hearing on January 5, 2026;
 - The title transferred on December 11, 2025 from Hazelview to 4 Latimer;
 - The Tenant's rent arrears were passed on to the new Landlord.
3. As such, I find Hazel view was not entitled to be named on the order issued on January 8, 2026 and the application is amended to reflect the current and new Landlord who has inherited the arrears.

4. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain conditions in the order.

The breach

5. It is uncontested that the Tenant was in breach of the order issued on January 8, 2026 when she failed to pay \$150 towards the arrears and the rent for February 2026 in full and on time.
6. The application was filed within 30 days of the breach.

Arrears owing

7. The previous application includes a request for an order for the payment of arrears of rent and the requires the Tenant to make payments by specific due dates. Accordingly, in addition to eviction, the Landlord is/are entitled to request an order for the payment of arrears owing.
8. The Tenant was ordered to pay \$8,103.21 for rent arrears and the application filing fee in the previous. The amount that is still owing from that is \$5,814.71 and that amount is included in this order. This order replaces order LTB-L-082068-25.
9. Since the date of the previous, the Tenant has failed to pay the full rent that became owing for the period from February 1, 2026 to April 1, 2026.
10. The Landlord is entitled to \$20.00 for administration charges and \$5.00 for bank fees the Landlord incurred as a result of 1 cheques given by or on behalf of the Tenant which was/were returned NSF after the date of the previous.
11. The total amount owed for the period ending April 30, 2026 is \$9,297.46.

The rent deposit

12. The Landlord collected a rent deposit of \$1,062.11 from the Tenant and this deposit is still being held by the Landlord.
13. Interest on the rent deposit is owing to the Tenant for the period from January 1, 2025 to April 1, 2026.
14. The amount of the rent deposit and interest on the rent deposit are applied to the amount the Tenant is/are required to pay.

Tenant's request for Relief

15. The Tenant seeks time to repay what she owes the Landlord. She submits she'll be able to catch up on her payments by May 15, 2026 and then continue paying the rent and arrears going forward.

16. The Tenant testified that she has resided in the rental unit alone for the past 11 years and has never had this issue before. She explained that there was a fraud that occurred with her bank account and she has been waiting ever since for this issue to resolve. While she has been working, her income has not been much for her to contribute to the arrears or rent payments.
17. In the alternative, the Tenant seeks a delay in eviction to April 30, 2026 for her to secure alternative housing.
18. The Landlord opposes the Tenant's request for relief and submits that the Tenant has failed to produce documentary evidence to corroborate the fraud allegation. Further, the Landlord does not oppose the delay to the end of the month.
19. Based on the evidence before me, I find the Tenant was in breach of the order. With respect to the Tenant's request for another repayment plan, I do not find the circumstances warrant that in the face of further breaches since February 2026.
20. With respect to the Tenant's request for a delay in eviction, given the length of the tenancy and the Tenant's circumstances combined with the lack of objection by the Landlord, the request for a delay to April 30, 2026 is granted.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out on or before April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 1 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 May 1, 2026.
4. The Tenant shall pay to the Landlord \$7,103.72*. This amount represents the rent owing up to, unpaid NSF charges and the cost of filing the previous application, less rent deposit and interest the Landlord owes on the rent deposit.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 20, 2026 at 4.00% annually on the balance outstanding.

April 9, 2026
Date Issued

Sonia Anwar-Ali
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 November 1, 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.