



Order under Section 69 Residential Tenancies Act, 2006

Citation: 100109964 Ontario Inc. v Muszynski, 2026 ONLTB 29132
File Number: LTB-L-008179-26

In the matter of: 2502-4023 The Exchange
Mississauga, ON L5B0N4

Between: 100109964 Ontario Inc. Landlord

And

Caroline Muszynski Tenant

100109964 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Caroline Muszynski (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on April 2, 2026.

The Landlord's Representative, Sean Beard, the Landlord's Agent, Michael Noudelman, and the Tenant attended the hearing.

The Tenant declined to met with Tenant Duty Counsel prior to the commencement of the hearing.

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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$3,375.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$110.96. This amount is calculated as follows: \$3,375.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.

6. The uncontested rent arrears owing to April 30, 2026, are \$27,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$3,375.00 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.
9. Interest on the rent deposit, in the amount of \$47.57 is owing to the Tenant for the period from August 1, 2025, to April 2, 2026.

Relief from Eviction

10. 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 Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Landlord's Representative submitted that the Tenant took possession in August 2025, paid the first month's rent and a deposit, and fell into arrears the following month. No rent has been paid since September 2025. The Landlord has advised the Tenant of the outstanding rent arrears and made repeated requests for payment. Mr. Beard stated that the parties entered into a repayment agreement on March 16, 2026, however, the Tenant has not made the agreed upon payments. Given the total arrears and the absence of any payments since the application was filed, the Landlord requested a standard 11-day eviction order.
12. The Tenant attributed the arrears to a frozen bank account but was unable to provide supporting documentation. She testified that she believed the first arrears payment of \$2,000.00 due March 20, 2026, would be automatically withdrawn from her bank account. The Landlord's Agent responded stating that the Tenant was made aware that preauthorized debit payments applied only to regular monthly rent payments. He also stated that further to the repayment agreement an authorization form was sent for her signature, however the Tenant did not reply. In response, the Tenant stated that she emailed the Landlord a void cheque on March 31, 2026, 11 days after the scheduled arrears payment, and the day before the rent for April 2026 was due in full. The Tenant also acknowledged that she currently did not have sufficient funds to make either the agreed upon arrears payment or to pay the rent for April 2026.
13. The Tenant expressed her desire to remain in the rental unit and proposed a payment plan consisting of monthly arrears payments of \$4,000.00 commencing April 20, 2026, with ongoing rent to be paid in full and on-time beginning May 1, 2026.

14. In support of this proposal, the Tenant testified that she is self-employed with a monthly income of \$10,000.00 after tax, and has total monthly expenses of \$1,550.00, including \$1,000.00 for vehicle rentals, \$300.00 for gas, \$50.00 for her mobile phone plan and \$200.00 for hydro and water. In addition, the Tenant confirmed that she had no monthly credit card, loan, or child support payments. When asked if she could provide evidence of her monthly income (such as a bank statement), for the January to March 2026 period, the Tenant stated that she was unable to provide documentation to support her income as her bank account was only recently established and she primarily is paid in cash. In the circumstances I am not satisfied on a balance of probabilities that the Tenant earns approximately \$10,000 per month.
15. Based on the evidence, I find the Tenant's proposal not viable. She has made no rent payments since September 2025, has failed to comply with a repayment agreement reached 16 days before the hearing, could not substantiate her financial circumstances, and confirmed that she lacked funds to meet the previously agreed arrears payment and new rent for April 2026. Therefore, on a balance of probabilities, I am not satisfied she can meet the proposed plan.
16. I advised the parties orally at the hearing that a payment plan would not be granted and that a standard 11-day order would issue, with a termination date of April 21, 2026. I explained the applicable interest, enforcement options, and that the Landlord may file the order with the Sheriff as early as April 22, 2026, if the arrears remain unpaid. The Tenant had no further questions and provided no additional evidence.

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 LTB in trust:**
 - \$27,186.00 if the payment is made on or before April 21, 2026. See Schedule 1 for the calculation of the amount owing.
3. The 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 April 21, 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 April 21, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$20,610.35. 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 \$110.96 per day for the use of the unit starting April 3, 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 April 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 22, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 21, 2026, then starting April 22, 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 April 22, 2026.

April 10, 2026
Date Issued

Ken Audziss

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 October 22, 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 April 21, 2026

Rent Owing to April 30, 2026	\$27,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$27,186.00

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

Rent Owing to Hearing Date, April 2, 2026	\$23,846.92
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,375.00
Less the amount of the interest on the last month's rent deposit	- \$47.57
Total amount owing to the Landlord	\$20,610.35
Plus, daily compensation owing for each day of occupation starting April 3, 2026	\$110.96 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	