



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-089297-25

In the matter of: 192 Rolph
Tillsonburg ON N4G3Z4

Between: Stephanie A Hagemann Landlord

And

Kathy D'Onofrio Former Tenant
Dave D'Onofrio

Stephanie A Hagemann (the 'Landlord') applied for an order requiring Kathy D'Onofrio and Dave D'Onofrio (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on March 30, 2026.

The Landlord and the Tenant Kathy D'Onofrio attended the hearing.

Determinations:

1. At the hearing the Landlord sought to amend the Application to seek add compensation for utilities. The Landlord did not file a request to amend prior the hearing.
2. Rule 15 of the Board's Rules of Procedure States:

15.1 A request to amend an application before the hearing must be:

- a. in writing;
- b. served with the amended application to all other parties; and
- c. filed with LTB with the amended application and a completed Certificate of Service.

15.2 Where the request to amend requires the LTB to revise the Notice of Hearing, the applicant must serve the revised Notice of Hearing to all other parties and file a Certificate of Service within 7 days of receiving the revised Notice.

15.3 The request to amend will be decided at the hearing after considering:

- a. whether the amendment was requested as soon as the need for it was known;
- b. any prejudice a party may experience as a result of the amendment;
- c. whether the amendment is significant enough to warrant any delay that may be caused by the amendment;
- d. whether the amendment is necessary and was requested in good faith; and
- e. any other relevant factors.

15.4 The LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding.

3. I am not satisfied that an amendment is appropriate. The Landlord has not complied with Rule 15, and made the request to amend after the hearing had begun. Additionally, I note that the Application was filed as an L10 seeking arrears, not unpaid utilities and that L10 Applications contain additional and specific rules which require the Landlord to serve the L10 on the hearing prior to the Tenant. Therefore, as the Landlord has not complied with Rule 15 and has not served the Tenant with an amended L10 Application I find it would be prejudicial to amend the L10 on the day of the hearing to add an additional claim and find that this would have the effect of circumventing the Bord's rules with respect to service of an L10.

The L10

4. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenant shall pay to the Landlord \$2,907.22
5. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
6. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
7. The Application was served on the Tenant on November 4, 2025 by email.
8. The Notice of hearing was served on January 6, 2026 by email.
9. I am satisfied these emails came to the Tenant's attention.
10. The Former Tenant vacated the rental unit on September 29, 2025.
11. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit. [Rent and daily compensation owing]

8. The lawful rent was \$1,360.61. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$44.73. This amount is calculated as follows: $\$1,360.61 \times 12$, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The Former Tenant is no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on November 30, 2025.
12. The Tenant vacated the rental unit on September 29, 2025. The Landlord did not know why the Tenant vacated and testified that no notice was provided. The Landlord did not serve any notice of termination on the Tenant prior to the Tenant electing to vacate.
13. The Landlord testified that on October 4, 2025, she hired Lindsay Morgan from REMAX Tillsonburg who posted the rental unit for rent for 61 days. She testified that Ms. Morgan had a number of showings, but there was not a lot of interest in the unit and she was not able to secure a new Tenant until December 2, 2025.
14. The Tenant testified that she vacated the rental unit on September 29, 2025. She testified that she had been looking for a new unit for a long time. She testified that the Landlord had tried to sell the property, and she did not feel secure and wanted to get out. The Tenant testified that communication between herself and the Landlord was not good.
15. The Tenant testified that she sent the Landlord an email on September 29, 2025, advising the Landlord she had vacated. The Tenant testified that she left the rental unit in pristine condition when she vacated. The Tenant acknowledged that she did not give 60 days notice but did not

16. Section 88 of the Act States:

88 (1) If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

1. If the tenant vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.
2. If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the

rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be. 2006, c. 17, s. 88 (1).

17. The Tenant provided notice to the Landlord on September 29, 2025, and vacated the same day. The earliest termination date which could have been specified in the Tenant's notice would have been November 30, 2025. Therefore, I am satisfied that the Tenant owes rent up to November 30, 2025.
18. The rent arrears and daily compensation owing to November 30, 2025, are \$2,721.22.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. The Tenant sought a payment plan for the arrears. She proposed a payment plan of \$200.00 per month. She testified that this would work with her budget and allow her not to cut herself short.
21. I am not satisfied that a payment plan is appropriate. While I can appreciate that the Tenant is seeking a payment plan to assist with her finances, she did not provide detailed testimony in support of the payment plan to explain why this was appropriate. Given the amount of time which has elapsed without payment and the comparatively low quantum of arrears outstanding I am satisfied that a standard order is appropriate.

Rent Deposit

15. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,721.22, which represents rent and compensation owing up to November 30, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$2,907.22*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before May 11, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 12, 2026 at 4.00% annually on the balance outstanding.

April 30, 2026
Date Issued

Reid Jackson
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To November 30, 2025	\$2,721.22
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$2,907.22