



Order under Section 69 Residential Tenancies Act, 2006

Citation: Galleria Developments Inc. dba Galleria on the Park Affordable Rental Housing v Da Costas Ries, 2026 ONLTB 34836

Date: 2026-05-04

File Number: LTB-L-015152-26

In the matter of: 1007, 1283 DUPONT ST
TORONTO ON M6H0E4

Between: Galleria Developments Inc. dba Galleria on the Park Affordable Rental Housing Landlord

And

Jose Da Costas Ries Tenants
Grace Kanza also known as Grace Kanza
Diba Zola

Galleria Developments Inc. dba Galleria on the Park Affordable Rental Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Jose Da Costas Ries, Grace Kanza and Grace Kanza Diba Zola (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on April 27, 2026.

The Landlord's agent, P. Kyte, and the Tenants attended the hearing.

Preliminary Issues:

Is Grace Kanza a lawful Tenant?

1. There is no dispute that the Tenants entered into a joint and several lease agreement on or about June 2024.
2. Grace Kanza, also known as Grace Kanza Diba Zola (GK), provided inconsistent testimony regarding her occupancy of the rental unit. She initially stated that she never resided in the unit but later testified that she vacated the unit on or about December 2025. It is not disputed that GK has made multiple requests to be removed as a named Tenant from the lease. GK and the first named Tenant, Jose Da Costas Ries (JCR), have separated, and GK now resides in Gatineau, Quebec. JCR does not oppose GK being removed from the tenancy agreement.

3. The Landlord's agent acknowledges that GK requested to be removed from the lease; however, the Landlord has refused due to the outstanding arrears. The Landlord's agent submits that GK cannot unilaterally terminate her obligations under the tenancy agreement without the consent of the Landlord and therefore remains a lawful tenant.
4. Section 37 of the *Residential Tenancies Act, 2006*, the (Act), provides that a tenancy may be terminated only in accordance with this Act. Section 44 of the Act permits a tenant to terminate a monthly tenancy by giving at least 60 days' notice, with the termination date falling on the last day of a rental period.
5. The Act does not permit a tenant to unilaterally sever a joint tenancy. A joint and several tenancy is terminated as a whole, not in part, and cannot be altered without the consent of the Landlord and all parties to the tenancy. While GK has the consent of JCR, she does not have the consent of the Landlord.
6. There was no evidence before me to suggest that GK experienced violence or abuse that would permit early termination pursuant to section 47.3 of the Act. Accordingly, based on the evidence before me, on a balance of probabilities, I find that the GK remains a lawful tenant under the tenancy agreement and is jointly and severally liable for the arrears of rent.

Determinations:

7. 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.
8. As of the hearing date, the Tenants were still in possession of the rental unit.
9. The lawful rent is \$1,915.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$62.96. This amount is calculated as follows: \$1,915.00 x 12, divided by 365 days.
11. The Tenants have paid \$4,055.00 to the Landlord since the application was filed.
12. The rent arrears owing to April 30, 2026 are \$1,729.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,915.00 from the Tenants 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.

15. Interest on the rent deposit, in the amount of \$29.75 is owing to the Tenants for the period from August 1, 2025 to April 27, 2026.
16. JCR testified that after his separation from GK, he experienced financial difficulty and was unable to maintain rent payments. He initially proposed a repayment plan of \$250.00 per month; however, he later testified that could pay the arrears in full by April 30, 2026.
17. The Landlord's agents submitted that a previous consent order was breached, LTB-L-020221-25 dated June 9, 2025. As a result, an ex-parte order was issued LTB-L-067454-25 dated August 21, 2025. Though the ex-parte order was subsequently voided, the Tenants immediately fell back into arrears. The Landlord's agent submits that in light of this history, there is no reasonable basis to conclude that the arrears will be paid in full by April 30, 2026. The Landlord's agent was not opposed to a standard order, which would provide the Tenants additional time to pay off the arrears owing.
18. I agree with the Landlord's agent. I do not find JCR's assertion that he can pay the arrears in full by April 30, 2026, to be reliable or supported by the evidence. No evidence was provided to demonstrate a concrete or realistic plan to satisfy the arrears within that timeframe. In the circumstances, and having regard to the Tenants' payment history, including the breach of a prior consent order, I find that a standard eviction order is appropriate. This allows the Tenants additional time to pay off the arrears.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$3,830.00 if the payment is made on or before May 15, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after May 15, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before May 15, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$244.83. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenants \$62.96 per day for compensation for the use of the unit starting April 28, 2026 until the date the Tenants moves out of the unit.
6. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.

7. If the unit is not vacated on or before May 15, 2026, then starting May 16, 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 May 16, 2026.

May 4, 2026
Date Issued

Mayra Sawicki
Member, Landlord and Tenants 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 16, 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 pay to void the eviction order and continue the tenancy if the payment is made on or before May 15, 2026

Rent Owing To May 31, 2026	\$7,699.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,055.00
Total the Tenants must pay to continue the tenancy	\$3,830.00

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

Rent Owing To Hearing Date	\$5,568.92
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,055.00
Less the amount of the last month's rent deposit	- \$1,915.00
Less the amount of the interest on the last month's rent deposit	- \$29.75
Total amount owing to the Landlord	\$(244.83)
Plus daily compensation owing for each day of occupation starting April 28, 2026	\$62.96 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	