



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

File Number: LTB-L-015483-26

In the matter of: Upper Unit, 371 ALBERTA ST
WELLAND ON L3B2W3

Between: Loredana Toppazzini Landlord

And

Mikayla Schaeffer Tenant

Loredana Toppazzini (the 'Landlord') applied for an order to terminate the tenancy and evict Mikayla Schaeffer (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 28, 2026.

The Landlord and the Tenant attended 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. The Tenant was in possession of the rental unit on the date the application was filed, although she had assigned her unit to another person, without consent of the Landlord, when she left the unit in November 2025 to attend rehab.
3. It was uncontested that the parties had agreed to sign an N11 agreement to terminate the tenancy with a termination date of February 28, 2026. The Tenant improperly signed for both the Landlord and herself on the form, the Landlord did not sign the agreement.
4. Despite the Landlord not signing the agreement, the Landlord attended the unit on February 28, 2026, to take possession of the unit and found the assignee in the unit.
5. It is uncontested that on February 28, 2026, the Landlord made an agreement with the assignee to allow him to stay an extra few weeks and accepted a payment of \$730.00 towards the rent.

Analysis

6. Section 2(1) of the Act defines “tenant” as a person who pays rent in return for the right to occupy a rental unit and includes the tenant’s heirs, assigns and personal representatives, but “tenant” does not include a person who has the right to occupy a rental unit by virtue of being,

- (a) a co-owner of the residential complex in which the rental unit is located, or
- (b) a shareholder of a corporation that owns the residential complex;

7. Section 100(1) provides that:

100 (1) If a tenant transfers the occupancy of a rental unit to a person in a manner other than by an assignment authorized under section 95 or a subletting authorized under section 97, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant and the person to whom occupancy of the rental unit was transferred.

8. Section 103(2) of the Act provides that:

103(2) A landlord does not create a tenancy with an unauthorized occupant of a rental unit by accepting compensation for the use and occupation of the rental unit, unless the landlord and unauthorized occupant agree otherwise.

9. Section 104(1) of the Act provides that:

104 (1) If a person occupies a rental unit as a result of an assignment of the unit without the consent of the landlord, the landlord may negotiate a new tenancy agreement with the person.

10. Based on the evidence before me, on a balance of probabilities, I am satisfied that the Landlord negotiated a new tenancy with the assignee but allowing him to remain in the unit and accepting a payment for rent as compensation for the use of the unit.
11. According to the N11 agreement and the decision of the Landlord to allow the assignee to remain in the unit, I find that the Tenant vacated the rental unit on February 28, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
12. The lawful rent is \$1,400.00. It was due on the 1st day of each month.
13. The Tenant has not made any payments since the application was filed.
14. The rent arrears owing to February 28, 2026, are \$1,400.00.
15. The Landlord collected a rent deposit of \$1,400.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.

16. Interest on the rent deposit, in the amount of \$22.47 is owing to the Tenant for the period from May 26, 2025, to February 28, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 28, 2026, the date the Tenant moved out of the rental unit.
2. The Landlord shall pay to the Tenant \$22.47. The Tenant owes the Landlord rent arrears owing up to the date the Tenant moved out of the rental unit. The amount of rent deposit and interest the Landlord owes on the rent deposit exceeds the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Landlord does not pay the Tenant the full amount owing on or before May 23, 2026, the Landlord will start to owe interest. This will be simple interest calculated from May 24, 2026 at 4.00% annually on the balance outstanding.

May 12, 2026
Date Issued

Brenda Mercer
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$1,400.00
Less the amount of the last month's rent deposit	- \$1,400.00
Less the amount of the interest on the last month's rent deposit	- \$22.47
Total amount owing to the Landlord	\$(22.47)