



Order under Section 69 Residential Tenancies Act, 2006

Citation: Boardwalk General Partnership v Glamoclija, 2026 ONLTB 38298

Date: 2026-05-13

File Number: LTB-L-017374-26

In the matter of: C27, 150 ELM RIDGE DR
KITCHENER ON N2N1T7

Between: Boardwalk General Partnership Landlord

And

Tanner Glamoclija Tenants
Jada Flevelling

Boardwalk General Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Tanner Glamoclija and Jada Flevelling (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants have been persistently late in paying the Tenants' rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on May 6, 2026.

Only the Landlord's agent, Nancy Peng, and the Landlord's corporate owner, Anlly Gallego, attended the hearing.

As of 9:53am, the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

1. On August 14, 2025, the Landlord served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). At the hearing, the Landlord confirmed that the monthly rent is due on the first day of each month.

2. The N4 Notice fails to claim August's rent. At the hearing, the Landlord confirmed that the Tenants failed to pay August's rent. As the N4 Notice fails to claim August's rent, it does not accurately reflect the amount of outstanding arrears. The N4 Notice is therefore invalid.
3. At the hearing, as the N4 Notice was found to be invalid, the Landlord elected to pursue an arrears-only order.
4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$2,442.51. It is due on the first day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$80.30. This amount is calculated as follows: $\$2,442.51 \times 12$, divided by 365 days.
7. The Tenants have not made any payments since the application was filed.
8. The rent arrears owing to May 31, 2026, are \$24,441.45.
9. The Landlord is entitled to \$60.00 to reimburse the Landlord for administration charges as a result of 3 cheques given by or on behalf of the Tenants which were returned NSF.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,099.00 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.

L2 Application – Persistent Late Payment of Rent

12. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 11 times out of 11 months from July 2025 to May 2026.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before May 24, 2026.
2. The Tenants shall pay the Landlord any rent arrears owing up to the date of the hearing, the cost of filing the application, and unpaid NSF charges. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants.
3. As of the date of the hearing, the Tenants owe the Landlord \$20,627.74. See Schedule 1 for the calculation of the amount owing.

4. The Tenants shall also pay the Landlord compensation of \$80.30 per day for the use of the unit starting May 7, 2026, to the date the Tenants move out of the unit.
5. If the Tenants do not pay the Landlord the full amount owing on or before May 24, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 25, 2026, at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before May 24, 2026, then starting May 25, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 25, 2026.

May 13, 2026
Date Issued

Laura Hartslief
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 of the Tenants expires on November 13, 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 as the tenancy is terminated

Rent Owing To May 6, 2026	\$22,480.74
Application Filing Fee	\$186.00
NSF Charges	\$60.00
Less the amount of the last month's rent deposit	-\$2,099.00
Total amount owing to the Landlord	\$20,627.74
Plus daily compensation owing for each day of occupation starting May 7, 2026	\$80.30 (per day)