



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

File Number: LTB-L-020166-26

In the matter of: 1504-717 BAY STREET, TORONTO,
ONTARIO M5G 2J9

Between: M&Me Enterprises Inc Landlord

And

Kimberly Russell Tenant

M&Me Enterprises Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Kimberly Russell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 13, 2026.

Only the Landlord's Agent, Diane Medeiros, attended the hearing.

As of 9:53 a.m., the Tenant was 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:

Amending the application

1. At the hearing, I raised the issue that the address of the rental unit set out in the application did not correspond with the address of the rental unit identified in the N4 Notice of Termination ("N4 Notice"). The Landlord's agent testified that the correct address of the rental unit is the address specified in the N4 Notice, namely 1504-717 Bay Street, Toronto, Ontario M5G 2J9.
2. The Landlord's agent further testified that the Landlord served the Tenant with a copy of the application and the Notice of Hearing. The Tenant did not attend the hearing.
3. I am satisfied, based on the evidence before the Board, that the discrepancy between the rental unit address listed in the application and the address set out in the N4 Notice constitutes a clerical error. Consistent with the Board's Interpretation Guideline respecting amendments and technical irregularities, applications should not be dismissed where the defect is minor in nature and does not result in prejudice to a responding party. The evidence of the Landlord's agent established that the correct address of the rental unit is

1504-717 Bay Street, Toronto, Ontario M5G 2J9, and that the Tenant was served with the N4 Notice, the application, and the Notice of Hearing. In the circumstances, I find that the Tenant had sufficient notice of the proceeding and suffered no prejudice arising from the error in the application. Accordingly, the application is amended to reflect the rental unit address as 1504-717 Bay Street, Toronto, Ontario M5G 2J9.

N4 Notice of termination

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,150.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$37.81. This amount is calculated as follows: \$1,150.00 x 12, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to May 31, 2026, are \$5,750.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. 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.

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:**
 - \$5,936.00 if the payment is made on or before May 31, 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 May 31, 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 May 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,277.53. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$37.81 per day for the use of the unit starting May 14, 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 May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2026, then starting June 1, 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 June 1, 2026.

May 20, 2026
Date Issued

Christina Philp
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 December 1, 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 May 31, 2026

Rent Owing to May 31, 2026	\$5,750.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,936.00

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

Rent Owing to Hearing Date	\$5,091.53
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,277.53
Plus, daily compensation owing for each day of occupation starting May 14, 2026	\$37.81 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	