



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-013707-26

In the matter of: 6, 334 Victoria Ave
Gananoque ON K7G3C8

Between: Gananoque Family Housing Inc. c/o Landlord
Evolution Prop. Mgmt.

And

Cynthia Gaw Tenant

Gananoque Family Housing Inc. c/o Evolution Prop. Mgmt. (the 'Landlord') applied for an order to terminate the tenancy and evict Cynthia Gaw (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant (L2 Application).

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on May 19, 2026.

Only the Landlord's Legal Representative Lisa Lynn Duchene and the Landlord's Agent Lucas Logie attended the hearing.

As of 9:44 AM, 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:

L1 Application

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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$142.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$4.67. This amount is calculated as follows: \$142.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$1,889.34.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application

9. On January 21, 2026, the Landlord gave the Tenant an N5 notice of termination ('N5 Notice'), alleging that the Tenant failed to pay for utilities and disturbed other tenants with noisy and aggressive behaviour.
10. Based on the uncontested evidence of the Landlord, I make the following findings of fact. The Tenant is responsible for paying the water, gas, and electricity bills under the tenancy agreement. The Tenant failed to pay the water bills in full, with the current balance being \$2,705.94. The Landlord paid this amount to the township on the Tenant's behalf.
11. The Tenant did not repay the utilities within seven days after receiving the N5 Notice. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
12. I am satisfied, on a balance of probabilities, that the Tenant substantially interfered with the Landlord's rights by failing to pay the utilities they were required to pay under the terms of the tenancy agreement. The Landlord has incurred reasonable out-of-pocket expenses of \$2,705.94 as a result of the Tenant's failure to pay the water costs.

Relief from Eviction

13. The Tenant was not present to advise the Board of their circumstances. The rental unit is subsidized. The Landlord was not aware of any other reasons to delay or deny eviction.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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 based on the L2 Application. The Tenant must move out of the rental unit on or before June 8, 2026.
2. If the unit is not vacated on or before June 8, 2026, then starting June 9, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 9, 2026.
4. The Tenant shall pay to the Landlord \$2,022.07. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application.
5. The Tenant shall also pay to the Landlord \$2,705.94, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
6. The Tenant shall also pay the Landlord compensation of \$4.67 per day for the use of the unit starting May 20, 2026, until the date the Tenant moves out of the unit.
7. The total amount the Tenant must pay the Landlord is \$4,728.01.
8. If the Tenant does not pay the Landlord the full amount owing on or before June 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 9, 2026, at 4.00% annually on the balance outstanding.

May 28, 2026
Date Issued

Kate Sinipostolova
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 9, 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.