



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-007123-26

In the matter of: 112, 15 ANGLESEY BLVD
ETOBICOKE ON M9A3B2

Between: Gordon Cardy Landlord

And

Audruis Aliulis Tenant

Gordon Cardy (the 'Landlord') applied for an order to terminate the tenancy and evict Audruis Aliulis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 1, 2026.

The Landlord and Mihaela Stolecki on behalf of Tenant attended the hearing.

As of 10:55 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:

1. Mihaela Stolecki ("MS") attended the hearing and submitted that she is a tenant of the rental unit. However, the tenancy agreement filed as evidence does not identify MS as either a tenant or an occupant. MS testified that she moved into the rental unit in October 2025 and subsequently added her name to a renewal agreement without the Landlord's knowledge or consent.
2. The Landlord testified that he had previously discussed MS's occupancy of the rental unit with her and advised that, in order to be recognized as a tenant, she would be required to complete the necessary documentation and obtain the Landlord's approval. The Landlord stated that MS did not complete any such documentation and was never accepted as a tenant.
3. Based on the evidence before me, I find that MS is not a tenant within the meaning of the *Residential Tenancies Act, 2006*. There is no evidence that the Landlord entered into a tenancy agreement with MS, either orally or in writing. MS's name does not appear on the original tenancy agreement, and her unilateral addition of her name to a renewal agreement does not establish a tenancy relationship with the Landlord.

4. I accept the Landlord's evidence that he did not consent to adding MS as a tenant and that he advised her that further documentation would be required before any tenancy relationship could be established. There is no evidence that such documentation was completed or that the Landlord otherwise agreed to recognize MS as a tenant.
5. Accordingly, I find that MS is an occupant of the rental unit and not a tenant. As MS is not a party to the tenancy agreement and was not authorized to represent the named Tenant in this proceeding, she has no standing to oppose the application on the Tenant's behalf. The application therefore proceeded uncontested.

N4 Notice of termination

6. The Landlord testified that, by January 27, 2026, the Tenant had paid all rent arrears then outstanding and that rent was paid in full to January 31, 2026. As of that date, the only amount owing was the Landlord's application filing fee of \$186.00. The Landlord further testified that additional arrears accrued commencing February 1, 2026.
7. I am satisfied that the Tenant paid the arrears that formed the basis of the N4 notice and this application prior to the hearing. Accordingly, the grounds for termination set out in the notice of termination were remedied before the hearing date.
8. The Landlord submitted that further rent arrears accrued beginning in February 2026. However, the evidence establishes that the Landlord served a subsequent N4 notice of termination in respect of those arrears. The subsequent arrears are therefore not properly before me in this application and may be addressed through the separate notice and any resulting application filed by the Landlord.
9. As the arrears that formed the basis of this application were paid before the hearing, there is no basis upon which to terminate the tenancy in this proceeding. I will therefore not issue an eviction order.
10. The Tenant remains liable for the Landlord's filing fee of \$186.00. The Landlord retains the right to pursue the arrears that accrued from February 2026 onward, together with any request for termination of the tenancy, under the subsequently issued N4 notice and any related application.

It is ordered that:

1. The Tenant shall pay to the Landlord the amount of \$186.00 for the filing fee associated with this application.
2. If the Tenant does not pay the Landlord the full amount owing on or before June 13, 2026,

the Tenant will start to owe interest. This will be simple interest calculated from June 14, 2026 at 4.00% annually on the balance outstanding.

June 2, 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.