



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

File Number: LTB-L-023217-26

In the matter of: 710, 15 GLEBE ST
CAMBRIDGE ON N1S0C3

Between: Mariam Abdul Ismail Landlord

And

Kaylee Ann Marissa Edwards Tenant

Mariam Abdul Ismail (the 'Landlord') applied for an order to terminate the tenancy and evict Kaylee Ann Marissa Edwards (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 21, 2026.

The Landlord and the Tenant attended the hearing.

Preliminary issue- Adjournment request

1. At the outset of the hearing, the Tenant requested an adjournment. The Tenant submitted that she required an adjournment as she suffered from a concussion, and she is therefore not feeling well.
3. The Landlord opposed the adjournment request as they want to resolve the matter as soon as possible.
4. After considering the parties' submissions, I denied the Tenant's request for an adjournment. While the Tenant provided medical documentation showing she had been treated on May 11, 2026, and the doctor noted that she may return to work on May 19, 2026. The Tenant did not submit any doctor's note indicating that she is unable to participate in a virtual hearing after May 19, 2026. Accordingly, the adjournment request was denied, and the hearing proceeded.
5. At the hearing, the Tenant sought to raise several issues under section 82 of the Residential Tenancies Act, 2006 (the 'Act'). The Tenant acknowledged that she did not provide the Landlord or the Board with a written description of each issue she intended to raise under section 82 as required under section 82 of the Act and Rule 19.4 of the Board's Rules of Procedure. The Tenant also provided no evidence that they were unable

to comply with the disclosure requirements and as a result, the Tenant was not permitted to raise any issues under section 82 of the Act. The Tenant still has an opportunity bring their own application against the Landlord to address the issues he sought to raise at this hearing under section 82.

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.
3. The Tenant vacated the rental unit on March 19, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,500.00. It was due on the 5th day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 19, 2026 are \$11,561.61. The Tenant did not contest the amount owing.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,500.00 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.
9. Interest on the rent deposit, in the amount of \$21.58 is owing to the Tenant for the period from October 21, 2025 to March 19, 2026.
10. The Tenant requested the Board consider a payment plan of \$350.00 a month. However, the Tenant provided that they are not making sufficient money and will request the services of their case worker to potentially cover the arrears.
11. Since there is no dispute about the arrears and the Tenant has vacated the rental unit, the Board will issue a standard 11-day order. I am not obligated to consider any repayment plan. If the parties wish to negotiate their own agreements after this order, they are free to do so.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 19, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$9,226.03. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application.

The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

3. If the Tenant does not pay the Landlord the full amount owing on or before June 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 23, 2026 at 4.00% annually on the balance outstanding.

June 11, 2026
Date Issued

Vinuri Sivalingam
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	\$11,561.61
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$21.58
Total amount owing to the Landlord	\$9,226.03