



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

File Number: LTB-L-016394-26

In the matter of: 1107, 100 YORK GATE BLVD
NORTH YORK ON M3N2C4

Between: ELM PLACE INC - 100 YORK GATE BLVD Landlord

And

Jarmila Fojtikova Tenant

ELM PLACE INC - 100 YORK GATE BLVD (the 'Landlord') applied for an order to terminate the tenancy and evict Jarmila Fojtikova (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

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

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

Only the Landlord's legal representative Sharon Harris attended the hearing.

As of 10:13 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before June 27, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On December 22, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of February 28, 2026. The notice of termination contains the allegation that the Tenant persistently paid their rent late between December 2024 and December 2025.

Persistently Late

4. The rent is due on the first day of each month. The rent has been paid late 10 times in the past 13 months. Since December 2024, the Tenant only paid their rent on time in the months of January, May, and September 2025.
5. Accordingly, I find that the Tenant has persistently failed to pay the rent on the date it was due.
6. Since the N8 notice was served to the Tenant, the Tenant paid their rent late each month between January 2026 and May 2026.

Daily Compensation, NSF charges, Rent Deposit

7. The Tenant was required to pay the Landlord \$2,600.94 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026, to May 6, 2026, less any rent payments made by the Tenant for this period.
8. Based on the monthly rent, the daily compensation is \$38.82. This amount is calculated as follows: \$1,180.68 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,156.40 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$8.38 is owing to the Tenant for the period from January 1, 2026, to May 6, 2026.
11. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from Eviction

12. 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. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 27, 2026.
2. If the unit is not vacated on or before June 27, 2026, then starting June 28, 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 28, 2026.

4. The Tenant shall pay to the Landlord \$2,600.94, which represents compensation for the use of the unit from March 1, 2026, to May 6, 2026. The Landlord shall deduct from this amount any rent payments made by the Tenant for this period.
5. The Tenant shall also pay the Landlord compensation of \$38.82 per day for the use of the unit starting May 7, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,164.78 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$1,622.16.
9. If the Tenant does not pay the Landlord the full amount owing on or before June 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 28, 2026 at 4.00% annually on the balance outstanding.

June 16, 2026
Date Issued

Kyle McGraw
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 Tenant expires on December 28, 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.