



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

File Number: LTB-L-027018-26

In the matter of: 405, 10 TRUELLE ST
TORONTO ON M1J 1Y9

Between: 10 Trudelle Apartments Limited Landlord

And

Mary Williams Tenant

10 Trudelle Apartments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Kathryn Clark and Mary Williams (the 'Tenants') because the Tenants did not pay the rent that the Tenant owe.

This application was heard by videoconference on June 3, 2026.

The Landlord's legal representative, Samuel Korman, the Tenant, Mary Williams, and her legal representative, Heather Butt, attended the hearing.

The Tenant, Kathryn Clark, 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:

Is Kathryn Clark properly named on the application

1. At the hearing, the parties jointly raised a preliminary issue with respect to whether Kathryn Clark (KC) remained a lawful tenant of the rental unit.
2. The Tenant's representative acknowledged that the tenancy agreement was a joint lease. However, the Tenant takes the position that KC vacated the unit sometime in 2013.
3. The Landlord's representative relied on order TEL-02128-19, issued January 6, 2020, in which the Board determined that KC had not been removed from the lease. The Landlord's representative also relied on order LTB-L-055606-22, issued February 22, 2023, which continued to name KC as a lawful Tenant. The Landlord's representative takes the position that the Board has already determined that KC is a lawful Tenant and should continue to remain as a named party to the application.

4. Absent any written amendment to the Lease Agreement, we find the parties are correctly named in this application, however, subsection 87(1.1) of the *Residential Tenancies Act, 2006* (the 'Act'), provides that a Tenant must be in possession of the rental unit at the time an L1 application for rent arrears is filed. For this reason, we find that the Tenant, KC shall be removed as a named party to this application.
5. While we accept that the Board has previously determined KC to be a named party to the application, we are not bound by such orders. The Landlord has been aware since 2020 that KC vacated the rental unit. While the Landlord's representative submitted that he served the application and Notice of Hearing on KC on May 27, 2026, we note that the arrears commenced March 1, 2026, approximately 13 years after KC vacated. In accordance with section 201 of the Act, the style of cause is amended to remove Kathryn Clark as a named party to the application.

Arrears

6. 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.
7. As of the hearing date, the Tenant, was still in possession of the rental unit.
8. The lawful rent is \$1,277.30. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$41.99. This amount is calculated as follows: \$1,277.30 x 12, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to June 30, 2026, are \$1,791.78.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,307.07 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
14. Interest on the rent deposit, in the amount of \$9.25 is owing to the Tenant for the period from February 1, 2026, to June 3, 2026.
15. The Tenant Mary Williams, does not dispute the arrears and accepts sole responsibility of the total arrears outstanding.
16. The parties jointly requested a standard order to September 30, 2026. We have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until September 30, 2026, pursuant to subsection 83(1)(b) 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:**
 - \$1,977.78 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$3,255.08 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$4,532.38 if the payment is made on or before August 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$5,809.68 if the payment is made on or before September 30, 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 September 30, 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 September 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,977.78. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. If the Tenant does not pay the Landlord the full amount owing on or before September 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from October 1, 2026, at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before September 30, 2026, then starting October 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

8. 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 October 1, 2026.

June 18, 2026
Date Issued

Kristina Klein
Member, Landlord and Tenant Board

Mayra Sawicki
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 April 1, 2027, 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 June 30, 2026

Rent Owing To June 30, 2026	\$1,791.78
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$1,977.78

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$3,069.08
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$3,255.08

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before August 31, 2026

Rent Owing To August 31, 2026	\$4,346.38
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$4,532.38

D. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before September 30, 2026

Rent Owing To September 30, 2026	\$5,623.68
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,809.68

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

Rent Owing To Hearing Date	\$1,791.78
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,307.07
Less the amount of the interest on the last month's rent deposit	- \$9.25
Total amount owing to the Landlord	\$661.46
Plus daily compensation owing for each day of occupation starting June 4, 2026	\$41.99 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	