



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

File Number: LTB-L-027520-26

In the matter of: 528, 2455 RIVARD AVE
WINDSOR ON N8T3B3

Between: Windsor Essex Community Housing Corporation Landlord

And

Estate of Karl May Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Karl May (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 16, 2026.

The Landlord's Legal Representative, Nadine Oligario, attended the hearing.

At the outset of the hearing the Landlord's Legal Representative informed me that the Tenant was discovered to be deceased in the rental unit on June 3, 2026 when the Landlord conducted an inspection. The application is amended to reflect that the Tenant is the Estate of Karl May.

The Landlord had contact information for the Tenant's next of kin, his brother Gary May ("Mr. May"). The matter was stood down so Mr. May could be contacted. Mr. May subsequently attended the hearing. Mr. May stated in the hearing that he is the Tenant's next of kin, and that the Tenant does not have a formal executor or other responsible party for his estate.

The Landlord had filed and served a request to amend the application to reflect a further month of rent arrears as while it was filed on March 27, 2026, after March's rent had come due, the application did not reflect a claim for March's rent. This request was served after the Tenant was found deceased. I nonetheless find it is appropriate to grant this amendment in these circumstances as there was no one further to give notice to of this amendment, the Tenant having no executor, and as the amendment is only to reflect the amount of rent ordinarily due in the tenancy that it does not prejudice the Tenant to include it in the application.

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. Section 91(1) of the Residential Tenancies Act, 2006 (the "Act") states:

91 (1) If a tenant of a rental unit dies and there are no other tenants of the rental unit, the tenancy shall be deemed to be terminated 30 days after the death of the tenant

4. As the Tenant was discovered to be deceased on June 3, 2026 and he was the only tenant of the rental unit, the tenancy is deemed to be terminated on July 3, 2026, 30 days following the death of the Tenant, in accordance with section 91(1) of the Act. Rent arrears are calculated to that date.
5. Mr. May requested a short amount of time to remove the items of the Tenant from the rental unit. The Landlord was amenable to this, but would not permit Mr. May to enter the unit until 30 days pass, given there is no formal executor.
6. I find in these circumstances that while section 92(5) of the Act provides that an executor or administrator can agree with the Landlord to a different termination of the tenancy, Mr. May does not have authority to do so. Therefore, the tenancy will be terminated July 3, 2026. Despite this, the Landlord indicated they are willing to give Mr. May access to the unit from July 3 to July 5, 2026 to remove the Tenant's belongings the family wishes to preserve prior to any removal of property by the Landlord, and Mr. May agreed this was a sufficient period of time to do so.
7. The lawful rent is \$607.00. It was due on the 1st day of each month.
8. The Tenant has paid \$1,700.00 to the Landlord since the application was filed.
9. The rent arrears owing to July 3, 2026 are \$6,488.96.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of July 3, 2026, in accordance with section 91(1) of the Act.
2. The Tenant shall pay to the Landlord \$6,674.96. 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. 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 July 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 4, 2026 at 4.00% annually on the balance outstanding.

June 19, 2026

Date Issued

Benjamin Seigel

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	\$8,188.96
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,700.00
Total amount owing to the Landlord	\$6,674.96