



**Order under Section 87
Residential Tenancies Act, 2006**

File Number: LTB-L-037328-25

In the matter of: 110, 500 APPLEBY LINE
BURLINGTON ON L7L5Z6

Between: Appleby Place GP Inc. Landlord

And

Estate of Bonnie Hamilton Former Tenant

Appleby Place GP INC. (the 'Landlord') applied for an order requiring the Estate of Bonnie Hamilton (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on May 5, 2026.

Only the Landlord's legal representative, Sylwia McArthur, attended the hearing.

As of 11: 03 a.m. the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. 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 proved the allegations contained in the application on a balance of probabilities. Therefore, {summarize remedies granted}.
2. I am not satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure. However, Rule A4.2 states that the LTB may vary or waive the application of any rule or procedure, except where to do so is prohibited by legislature or a specific rule.
3. The Landlord served the Former Tenant with the application and Notice of Hearing 29 days before the hearing. This is an adjourned hearing and the Former Tenant was previously served with the application and the Notice of Hearing in advance of the prior hearing as well. The Landlord and the Former Tenant also had communications about the arrears. As a result of these circumstances, I am satisfied that the Former Tenant

was made aware of the contents of the application on multiple occasions and they are not significantly prejudiced by the Notice of Hearing being delivered 29 days prior to the hearing instead of 30 days prior.

4. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
5. These documents were served on April 1, 2026 by mail to the Power of Attorney. The Power of Attorney was listed on the lease as the responsible party in 2017. The Landlord provided the parcel register showing that the address the Power of Attorney on the lease has not been transferred since 1990. I am satisfied that the address is still valid despite the passage of time. While the Power of Attorney is not the Former Tenant, I am satisfied that as both the Power of Attorney and the person who signed the lease at the retirement home, they are an appropriate person to receive correspondence on behalf of the Estate of the Former Tenant.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
7. The lawful rent was \$4,446.94. It was due on the 1st day of each month.
8. The Former Tenant has not made any payments since the application was filed.
9. The Former Tenant died on or about November 26, 2024. Section 91 of the Act states that a tenancy shall be deemed to be terminated 30 days after the death of a tenant. The Landlord is claiming arrears to the end of the month which is less than the 30 days which they could claim under the Act. Therefore, the Former Tenant's obligation to pay rent ended on November 30, 2024.
10. The rent arrears and daily compensation owing to November 30, 2024 are \$3,667.90.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$3,667.90, which represents rent and compensation owing up to November 30, 2024.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$3,853.90*. See Schedule 1 for the calculation of the amount owing.

4. If the Former Tenant does not pay the Landlord the full amount owing on or before July 6, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from July 7, 2026 at 4.00% annually on the balance outstanding.

June 25, 2026
Date Issued

Dawn Carr
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To November 30, 2024	\$3,667.90
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$3,853.90