



Order under Section 69 Residential Tenancies Act, 2006

Citation: 241 LLOYD STREET HOLDINGS CORP. v TRACEY-KIRK, 2026 ONLTB 49469

Date: 2026-06-30

File Number: LTB-L-015953-26

In the matter of: 408, 241 LLOYD ST
SUDBURY ON P3B3X3

Between: 241 LLOYD STREET HOLDINGS CORP. Landlord

And

KAYLIE TRACEY-KIRK Tenant

241 LLOYD STREET HOLDINGS CORP. (the 'Landlord') applied for an order to terminate the tenancy and evict KAYLIE TRACEY-KIRK (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

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 June 17, 2026. The Landlord's Agent, Melissa Rantala, and Representative, Angie Gravelle, attended the hearing.

As of 9:49 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:

Preliminary Issue:

1. The Tenant is under the guardianship of the Public Guardian and Trustee ('PGT'). The PGT was not listed as a party to this application. However, the Landlord's agent provided testimony that an individual named "Julie Beaton" from the PGT, and the Tenant's Adult Protective Service Worker, Niki Suomi, were emailed a copy of the Notice of Hearing and supporting evidence on June 1, 2026.

2. As such, I am satisfied that the PGT was given notice of the proceedings and were provided an opportunity to attend the hearing. The hearing proceeded.

Landlord's L2 Application

3. 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 shall terminate on July 11, 2026.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. On February 9, 2026, the Landlord gave the Tenant an N5 notice of termination alleging that the Tenant's guests or visitors had substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. The Tenant, her guests or visitors, had been seen using illicit substances in common areas of the residential complex, causing disturbances, and loitering.
6. The Landlord's Agent testified that she is the property manager for the rental complex which contains 61 mixed-use residential rental units.
7. The Tenants did not stop the conduct or activity within seven days after receiving the N5 notice of termination. The voiding period was between February 3 through 10, 2026. On February 9, 2026, the superintendent of the rental property observed, and photographed, the Tenant in the stairwell. The Tenant appears to be what might be colloquially called "passed out." Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
8. The Tenant was required to pay the Landlord \$3,932.24 in daily compensation for use and occupation of the rental unit for the period from March 6, 2026, to June 17, 2026, less any amounts already paid by the Tenant to the Landlord, less any amounts already paid by the Tenant to the Landlord.
9. Based on the monthly rent, the daily compensation is \$37.81. This amount is calculated as follows: \$1,150.00 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,150.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$15.15 is owing to the Tenant for the period from November 1, 2025, to June 17, 2026.
12. The Landlord's Agent is the property manager for the building. She testified that since the tenancy began in November 2025. The Tenant's guests have been seen in the common area hallways loitering. For example, on December 28, 2025, police attended because of noise complaints involving the Tenant. She was removed by police.
13. On January 22, 2026, a complaint was received of several individuals in the common area hallway sleeping in front of the Tenant's rental unit. On January 24, 2026, a guest of the Tenant brought a chair to the hallway and sat in the chair waiting for the Tenant to allow them in. On January 26, 2026, photos drug paraphernalia and the Tenant's guests in the

hallway were submitted into evidence. On February 2, 2026, police were called due to a noise complaint involving the Tenant and her guests. Since the Tenant was given the notice of termination, and as recently as May 22, 2026, police were called to remove five guests of the Tenant, who were causing a disturbance, from the residential complex.

14. The Landlord's Agent explains that this ongoing behaviour has had a detrimental effect on the building. Two long-term tenants with good payment history vacated the building because of the continued disturbances. Other tenants report being fearful after having negative interactions in the hallways with the Tenant or her guests. 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.
15. 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 not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act. The Landlord seeks a standard order, that is, an order which can be enforced 11 days after its issuance.
16. I am not persuaded that a conditional order is appropriate in the circumstances. The Landlord reports that issues are ongoing even as recently as two nights prior to the date of the hearing. Given this, it seems that a conditional order would have little effect. I am also not persuaded that an extended termination date is warranted in the circumstances. The Tenant did not attend the hearing to provide any evidence.

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 July 11, 2026.
2. If the unit is not vacated on or before July 11, 2026, then starting July 12, 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 July 12, 2026.
4. The Tenant shall pay to the Landlord \$3,932.24, which represents compensation for the use of the unit from March 6, 2026 to June 17, 2026, less any amounts already paid by the Tenant to the Landlord.
5. The Tenant shall also pay the Landlord compensation of \$37.81 per day for the use of the unit starting June 18, 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 \$1,165.15 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. Each party shall pay the other as a result of this order.

9. If either party does not the other the full amount owing on or before July 12, 2026, the party will start to owe interest. This will be simple interest calculated from July 13, 2025 at 4.00% annually on the balance outstanding.

June 30, 2026
Date Issued

Jane Dean
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 January 12, 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.