



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

File Number: LTB-L-088468-25

In the matter of: 2, 325 HELLEMS AVE
WELLAND ON L3B 3C2

Between: Ebenezer Grace Group Inc Landlord

and

Nicole Boucher Tenants
Jason Morabito

Ebenezer Grace Group Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole Boucher And Jason Morabito (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 11, 2025.

Only the Landlord, Anthony Acheampong, attended the hearing.

As of 10:40 a.m., the Tenants was not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Whether the notice of termination is invalid

1. The *Residential Tenancies Act, 2006* (the "Act") imposes mandatory requirements on the contents of notices of termination. Section 43 requires a Landlord to give a Tenant notice of termination in a form approved by the Board. The notice should clearly inform the Tenant that the Landlord is seeking to terminate the tenancy and the reasons for doing so.
2. During the hearing I asked the Landlord why his personal name appeared on the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) while the application identified the Landlord as Ebenezer Grace Group Inc (the corporation). I also asked who owned the rental unit at the time the notice was served, when the application was filed, and at the present time. The Landlord testified that the corporation has always owned the rental unit.

3. Subsection 212(2) of the Act provides:

For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act.

4. The matter was uncontested, meaning there was no evidence from the Tenant that he was confused or prejudiced by the fact the N4 Notice names Mr. Acheamong personally as the Landlord. In an uncontested matter, I must consider whether there is objectively reasonable confusion caused by the flawed notice that might cause significant participatory prejudice.
5. The Landlord testified that the Tenants were aware that the corporation owned the rental unit and understood that the N4 notice was served by the corporation. Therefore, in this case, I find the N4 notice is in substantial compliance with the Act.
6. I also asked the Landlord whether he served both Tenants with the N4 notice on October 2, 2025, given that the certificate of service filed with the Board is missing the names of the individuals served. The Landlord confirmed at the hearing that he personally served both Tenants on October 2, 2025, by placing the notice under the door.
7. The Landlord's application may therefore proceed to be addressed on merits as I find that the Landlord served the Tenants with a valid N4 Notice. The Tenants 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.
8. As of the hearing date, the Tenants were still in possession of the rental unit.
9. The lawful rent is \$1,200.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: $\$1,200.00 \times 12$, divided by 365 days.
11. The Tenants have not made any payments since the application was filed.
12. The rent arrears owing to December 31, 2025 are \$15,600.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,200.00 from the Tenants 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.
15. Interest on the rent deposit, in the amount of \$68.38 is owing to the Tenants for the period from September 1, 2023 to December 11, 2025.

Relief from Eviction

16. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenants to pay off all outstanding amounts and void the order.

17. The Landlord has attempted to negotiate a payment plan with the Tenants, but the Tenants have not responded. The Landlord was not aware of any reason to delay or deny eviction.
18. As the Tenants did not attend, no other circumstances were presented to me.
19. I did not have any evidence on which I could consider ordering a payment plan nor in the circumstances was I satisfied it was fair to extend the date for eviction without indication from the Tenants that they still wish to preserve the tenancy.
20. 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)(a) of the Act

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the Board in trust:**
 - \$16,986.00 if the payment is made on or before January 20, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the Board to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after January 20, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants does not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 20, 2026.**
5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$13,751.57. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$39.45 per day for the use of the unit starting December 12, 2025 until the date the Tenants moves out of the unit.
7. If the Tenants does not pay the Landlord the full amount owing on or before January 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 20, 2026, then starting January 21, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

9. 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 January 21, 2026.

January 8, 2026

Date Issued

Adeela Alvez

Member, Landlord and Tenants 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 July 21, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 20, 2026

Rent Owing To January 31, 2026	\$16,800.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$16,986.00

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$14,833.95
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,200.00
Less the amount of the interest on the last month's rent deposit	- \$68.38
Total amount owing to the Landlord	\$13,751.57
Plus daily compensation owing for each day of occupation starting December 12, 2025	\$39.45 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	