



Order under Section 69 Residential Tenancies Act, 2006

Citation: MUSIALEK v STUREGON, 2026 ONLTB 1582

Date: 2026-01-06

File Number: LTB-L-082553-25

In the matter of: 27 TOULON CRES
LONDON ON N5V1J4

Between: Bernard Musialek Landlord

And

Lawrence Sturegon Tenants
Diane Sturgeon

Bernard Musialek (the 'Landlord') applied for an order to terminate the tenancy and evict Lawrence Sturegon and Diane Sturgeon (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 18, 2025.

Only the Landlord attended the hearing.

As of 3:08 p.m., the Tenants were 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:

Validity of the N4 notice of termination

1. The N4 notice of termination (N4 notice) only had Diane Sturgeon ("DS") listed as a Tenant, however the application named two Tenants, Lawrence Sturgeon ("LS") and DS. When asked, the Landlord indicated that when the lease commenced there were three Tenants, LS, DS, and another Tenant. The Landlord testified that the other Tenant was no longer in the rental unit and that DS was in the rental unit, but he was unsure if LS was in the rental unit or not.
2. The issue is that in order to properly terminate the tenancy both Tenants have to be given proper notice. I am not satisfied that the Landlord has established that LS is no longer a

Tenant in possession and therefore LS should have been named on the N4 notice and properly served along with DS.

3. I am not satisfied that both Tenants were properly provided a valid notice of termination. Therefore, I find that the N4 notice was not valid as it did not name all Tenants.
4. Because the Board is unable to issue an order for eviction based on an invalid notice, the Landlord was offered the choice of proceeding with the L1 application based on a request for the arrears only or withdrawing the application. The Landlord chose to proceed on the basis of an application for arrears only.

Amount of arrears

5. As of the hearing date, the Tenants were still in possession of the rental unit.
6. The Tenants did not pay the total rent they were required to pay for the period from July 1, 2025, to December 31, 2025.
7. The lawful rent is \$2,371.50. It is due on the 1st day of each month.
8. The Tenants have paid \$2,371.50 to the Landlord since the application was filed.
9. The rent arrears owing to December 31, 2025, are \$11,857.50.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay to the Landlord \$12,043.50. This amount includes rent arrears owing up to December 31, 2025, and the cost of filing the application.
2. If the Tenants does not pay the Landlord the full amount owing on or before January 17, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 18, 2026, at 4.00% annually on the balance outstanding.

January 6, 2026

Date Issued

Nicole Pedron

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.