



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-088442-25

In the matter of: 4, 38 RUSSELL ST
KINGSTON ON K7K2E5

Between: Hasan Berber Landlord

And

Madyson Bush Payne Tenant

Hasan Berber (the 'Landlord') applied for an order to terminate the tenancy and evict Madyson Bush Payne (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on December 9, 2025.

The Landlord and the Tenant attended the hearing

Determinations:

L1 Application – Non-Payment of Rent

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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,895.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$62.30. This amount is calculated as follows: \$1,895.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,890.00 to the Landlord since the application was filed.
6. The Tenant agrees that the rent arrears owing to December 31, 2025 are \$955.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,895.00 from the Tenant 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.
9. Interest on the rent deposit, in the amount of \$6.49 is owing to the Tenant for the period from October 21, 2025 to December 9, 2025.

L2 Application – Persistent Late Payment of Rent

10. The N8 Notice does not provide any details with respect to the payments made by the Tenant and merely make reference to late payments and other forms that were given to the Tenant.
11. Subsection 43(2) of the *Residential Tenancies Act, 2006* (the 'Act') requires that a notice of termination contain particulars and reasons respecting the termination.
12. In the Divisional Court case of *Ball v. Metro Capital Property*, [2002] O.J. NO 5931 ('*Ball*'), which I am bound by, the Court held that in order to be considered, a claim must have sufficient details and particulars, including dates and times and a detailed description of the alleged conduct complained of, in order to allow the person against whom the claim is made to know the case to be met, to void the notice (if applicable), to be able to decide whether to dispute the allegations, and to prepare for the hearing accordingly.
13. As with the *Ball* case, because the notice lacks sufficient particulars with respect to dates payments were made, I find that the notice is void and cannot be relied upon by the Landlord and must be dismissed.

Relief from Eviction

14. 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. The Tenant indicated that they are expecting their child tax credit by the end of the hearing week and anticipate paying the Landlord in full for the rent arrears by that time. They further explained that they are also very pregnant, had their dog pass away recently, and have been unable to emotionally deal with paying their rent for these reasons. Additionally, the Tenant is expecting to undergo a cesarian section before the end of January of 2026.
16. The Landlord was opposed to the payment being made because the Tenant has a habit of waiting for a Board order before paying the rent arrears. The Landlord confirmed that the Tenant has not filed a motion to void a previous order.

It is ordered that:

L1 Application – Non-Payment of Rent

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$3,036.00 if the payment is made on or before January 16, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 16, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 16, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$2,094.79. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$62.30 per day for compensation for the use of the unit starting December 10, 2025 until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before January 16, 2026, then starting January 17, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 17, 2026.

L2 Application – Persistent Late Payment of Rent

9. The L2 Application is dismissed.

January 5, 2026

Date Issued

Terri van Huisstede

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 July 17, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 16, 2026

Rent Owing To January 31, 2026	\$6,740.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,890.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$3,036.00

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

Rent Owing To Hearing Date	\$3,510.70
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,890.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,895.00
Less the amount of the interest on the last month's rent deposit	- \$6.49
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$(2,094.79)
Plus daily compensation owing for each day of occupation starting December 10, 2025	\$62.30 (per day)