



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

**Citation:** 1881515 Ontario Inc. v Ruttan, 2026 ONLTB 2440

**Date:** 2026-01-07

**File Number:** LTB-L-072905-25

**In the matter of:** 209, 440 ELLIOTT AVE  
KINGSTON ON K7K6J9

**Between:** 1881515 Ontario Inc. Landlord

**And**

Paul Ruttan Tenant

1881515 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Ruttan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 5, 2025.

The Landlord's legal representative Alistair Trent, the Landlord's agent Caroline Campsall, the Tenant's legal representative John Done, and the Tenant attended the hearing.

### **Determinations:**

#### **Preliminary Issue: Interest on the Last Month's Rent Deposit**

1. The Tenant's legal representative made submissions that the Landlord was in serious breach of the *Residential Tenancies Act, 2006* (the 'Act') because the Landlord failed to pay interest to the Tenant on their last month's rent deposit that was collected before the Act came into force on January 31, 2007.
2. Subsection 106(7) of the Act contains a provision that allows a landlord to deduct from interest payable on rent deposits the amount, if any, by which the maximum amount of rent deposit permitted under the Act exceeds the amount of the rent deposit paid by the tenant. Such deducted amounts are deemed by subsection 106(7) to form part of the rent deposit paid by the tenant.
3. The Act's predecessor legislation, the Tenant Protection Act, 1997, S.O. 1997, c. 24 (the 'TPA 1997') contains no such provision. Instead, it permitted tenants to deduct any unpaid interest amounts that were payable from a subsequent rent payment.

4. The tenancy at issue here began in 2006. The parties agree that the Tenant paid a last month's rent deposit of \$790.00 on or around April 1, 2006, the beginning of the first rental period of the tenancy. The parties also agree that the Landlord has not paid interest on this deposit to the Tenant over the course of the tenancy.
5. I am not satisfied that the Landlord is in breach of its obligations under the Act with respect to the rent deposit.
6. While the rent deposit was collected while the TPA was in force, no interest became payable under section 106(6) of the TPA before it was repealed on January 31, 2007. The obligation to pay interest on the rent deposit was an annual obligation under the TPA (as it is under the current Act). As such, the first interest payment would not have been payable to the Tenant until after the Act came into force and the TPA was repealed. Therefore, at the time the interest became payable, the Act – not the TPA – applied and, pursuant to subsection 106(7) and the related transitional provision at subsection 106(8), the Landlord was able to deduct the specified amounts from interest payable under subsection 106(6) and such deductions would be deemed to form part of the Tenant's deposit.
7. Briefly put, the Tenant has not been established that the Landlord ever failed to pay any amount owing under either the Act or the TPA for interest on the Tenant's rent deposit. As such, I do not find that the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) is invalid as the parties agree – but for their disagreement about the rent deposit issue – that the Tenant does, in fact, owe the amount listed on the N4 Notice.
8. Further, since the Landlord does not appear to be in breach of the interest payment obligations under the Act, this does not give rise to grounds for mandatory refusal under subsection 83(3), para. a, of the Act.

Preliminary Issue: The Identity of the Tenant

9. The Tenant's legal representative further submits that the N4 Notice is invalid because it does not list all of the tenants who are party to the lease agreement.
10. A copy of the lease agreement for the rental unit was presented at the hearing. The agreement is dated April 1, 2006, and is signed by the Landlord's agent Christine Campsall and two tenants: Paul Ruttan (the respondent to this application) and Deanne Embury. The parties agree that, at some point, Ms. Embury vacated the rental unit and, by implicit agreement between the parties, Ms. Embury's interest in the rental unit (and obligation to pay rent) ceased to exist. Neither party contends that Ms. Embury ought to be listed as a tenant on the N4 Notice.
11. The Tenant's legal representative, however, submits that another individual, B. Hopkins, should have been listed as a Tenant on the N4 Notice. Ms. Hopkins does not reside in the rental unit and was not represented at the hearing. Mr. Ruttan testified that she moved into the rental unit as his roommate in 2010 and recently moved out on August 13, 2025.
12. No copy of any rental agreement or addendum adding Ms. Hopkins as a party to the rental agreement was provided at the hearing.

13. The Tenant provided a copy of a rent receipt in respect of the rental unit for the calendar year of 2014. This receipt identifies Ms. Hopkins – and only Ms. Hopkins – as a tenant of the rental unit and states that she paid \$892.00 per month in rent during 2014. The rent receipt is signed by the Landlord's agent, Christine Campsall.
14. I am not satisfied that this rent receipt proves – on a balance of probabilities – that the Landlord and the Tenant agreed that Ms. Hopkins was a tenant of the rental unit. The rent receipt itself does not purport to amend the rental agreement between the Landlord and the Tenant. The Tenant did not testify to any intent to amend the rental agreement and, in fact, referred to Ms. Hopkins as a "boarder" he allowed to move into the rental unit to help split costs.
15. I find that it is more likely than not that there was never an agreement between the Landlord and the Tenant to add Ms. Hopkins as a party to the rental agreement. The rent receipt is not a definitive statement on who is and is not a Tenant of the unit: rather, it is an administrative document that was issued by the Landlord in the normal course of business. I find that, based on the Tenant's own testimony, it is more likely than not that listing Ms. Hopkins instead of Mr. Ruttan on the 2014 rent receipt was an oversight.
16. At the very least, in the absence of testimony from Ms. Hopkins or Ms. Campsall or any written amendment to the lease, I am unable to draw the conclusion that it is more likely than not that an amendment was intended by the parties to the agreement.
17. As such, I find that Mr. Ruttan is correctly listed as the only Tenant with respect to this application and the N4 Notice is, therefore, not invalid for the reason put forward by the Tenant's representative. He is solely responsible for paying rent for the rental unit.
18. For the sake of clarity, I want to note that the Landlord's agent who attended the hearing – Caroline Campsall – is not the individual who signed the 2014 rent receipt or rental agreement presented at the hearing. Those documents were signed by Christine Campsall, who is Caroline Campsall's aunt and worked for the Landlord at the times those documents were signed. Ms. Caroline Campsall was not an employee of the Landlord until 2015 and did not have any direct knowledge of the signing of the documents presented at the hearing.

#### The Landlord's L1 Application

19. 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.
20. As of the hearing date, the Tenant was still in possession of the rental unit.
21. The lawful rent is \$1,122.96. It is due on the 1st day of each month.
22. Based on the Monthly rent, the daily rent/compensation is \$36.92. This amount is calculated as follows: \$1,122.96 x 12, divided by 365 days.
23. The Tenant has paid \$2,204.46 to the Landlord since the application was filed.

24. The rent arrears owing to November 30, 2025 are \$583.65.
25. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
26. The Landlord collected a rent deposit of \$790.00 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.
27. Interest on the rent deposit, in the amount of \$282.35 is owing to the Tenant for the period from April 1, 2006 to November 5, 2025.

#### Relief from Eviction

28. 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 subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
29. The Tenant testified about his financial circumstances at the hearing: he is of limited means and relies on ODSP payments as his primary source of income. He also testified that a new roommate has moved in with him to help him cover his rent and other living expenses.
30. The Tenant has continued to make rent payments since the Landlord filed their application and the amount of arrears remains small. Despite the Tenant's limited means, he indicated in his testimony that he would be able to contribute \$50.00 per month toward the rent arrears while ensuring his rent is paid in full and on time. Such a payment plan would result in full repayment of the arrears and the cost of filing this application over approximately 16 months.
31. In light of the Tenant's continued willingness to pay the rent and his efforts to ensure payment going forward, I find that instituting such a payment plan by Board order would not be unfair to the Landlord, who will not be significantly prejudiced if payments are made on a timely basis.

#### **It is ordered that:**

1. The Tenant shall pay to the Landlord \$769.65 for arrears of rent up to November 30, 2025, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

| <u>Arrears Payment Due Date</u> | <u>Arrears Payment Amount</u> |
|---------------------------------|-------------------------------|
| February 15, 2026               | \$50.00                       |
| March 15, 2026                  | \$50.00                       |

|                    |         |
|--------------------|---------|
| April 15, 2026     | \$50.00 |
| May 15, 2026       | \$50.00 |
| June 15, 2026      | \$50.00 |
| July 15, 2026      | \$50.00 |
| August 15, 2026    | \$50.00 |
| September 15, 2026 | \$50.00 |
| October 15, 2026   | \$50.00 |
| November 15, 2026  | \$50.00 |
| December 15, 2026  | \$50.00 |
| January 15, 2027   | \$50.00 |
| February 15, 2027  | \$50.00 |
| March 15, 2027     | \$50.00 |
| April 15, 2027     | \$50.00 |
| May 15, 2027       | \$19.65 |

3. The Tenant shall also pay the additional rent payments that became payable on December 1, 2025, and January 1, 2026, in full on or before February 28, 2026. Any rent payments received by the Landlord with respect to these rental periods prior to receipt of this order shall be applied to the rent owing for those months for the purpose of this condition.
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 1, 2026 to May 31, 2027, or until the arrears are paid in full, whichever date is earliest.
5. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after November 30, 2025.

**January 7, 2026**  
**Date Issued**

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 Jeremy Henderson  
 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.

**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 18, 2026**

|                                                                                        |                   |
|----------------------------------------------------------------------------------------|-------------------|
| Rent Owing To January 31, 2026                                                         | \$5,034.03        |
| Application Filing Fee                                                                 | \$186.00          |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$2,204.46      |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$3,015.57</b> |

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

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$1,849.75           |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed                              | - \$2,204.46         |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$790.00           |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$138.25           |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$(1,096.96)</b>  |
| Plus daily compensation owing for each day of occupation starting November 6, 2025                                  | \$36.92<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |