



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

File Number: LTB-L-065950-25

In the matter of: 801, 110 NONQUON RD
OSHAWA ON L1G7H5

Between: SKPM Rents 3 Landlord

And

Corey Jasvins Tenants
Courtney Eyre

SKPM Rents 3 (the 'Landlord') applied for an order to terminate the tenancy and evict Corey Jasvins and Courtney Eyre (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on October 16, 2025.

The Landlord's legal representative, Sharon Harris, Landlord's Agent, Samantha Jones and the Tenants attended the hearing.

Determinations:

Preliminary Issue-Parking Charge

1. At the hearing, the Tenant, Courtney Eyre (CE), raised the issue that the rent arrears claimed by the Landlord include charges for an additional parking spot that should not have been charged, as the additional parking spot was cancelled in June 2022.
2. CE testified that at the commencement of the tenancy, the Tenants were assigned one parking spot, which is included in the monthly rent. CE further testified that in April 2022, she requested and was granted an additional parking spot at a cost of \$25.00 per month for the purpose of storing a flatbed utility trailer.
3. CE testified that on June 10, 2022, she emailed the former property management advising that the trailer had been sold and that the additional parking spot was now unoccupied. The email evidence includes a response from the former property management acknowledging receipt of CE's email advising that the spot was unoccupied.
4. The Landlord's agent, Samantha Jones, testified that the Landlord's procedure for cancelling a parking spot requires tenants to notify the Landlord in writing and to submit a

parking cancellation form. She stated that because the Tenants did not submit a cancellation form, the Landlord continued to charge for the additional parking spot, as it was unclear whether the Tenants still required it.

5. There was testimony regarding which parking spot was initially assigned to the Tenants and which spot constituted the additional parking spot. CE testified that due to damage to her vehicle, she was approved by current property management to change the parking spot in which the Tenants parked their vehicle.
6. A copy of the Tenants' ledger was submitted into evidence, which notes at the bottom that "spot #49 is not being charged" and that "spot #18 is 26.92." The evidence confirms that the monthly rent includes one parking spot.
7. I find that CE clearly notified the Landlord, through property management, in June 2022 that the additional parking spot was unoccupied. Although the Tenants did not complete a formal cancellation form, in my view, the Landlord or its agents ought to have known that the Tenants no longer required the additional parking spot or, at a minimum, ought to have clarified whether the Tenants still required it.
8. Further, the response from property management did not advise the Tenants of any required procedure for cancelling a parking spot. In my view, the Landlord or its agents failed to exercise due diligence by not clarifying the status of the additional parking spot after being advised it was unoccupied. I find it reasonable that the Landlord or its agents also ought to have been aware that the additional parking spot remained unoccupied since June 2022 and failed to take reasonable steps to confirm whether the Tenants continued to require it. I also find it reasonable that when CE notified property management that the additional spot was unoccupied, she believed she was cancelling the additional parking spot and that charges would cease, particularly due to the fact that she was not advised of any further action required on her part.
9. Based on the evidence before me, I am not satisfied that the Landlord has established an entitlement to charge the Tenants for the additional parking spot after June 2022. While the Tenants did not complete a formal parking cancellation form, the Landlord or its agents were put on notice that the additional parking spot was unoccupied. The Landlord did not provide evidence that the Tenants were advised of any further steps necessary to cancel the parking spot or that reasonable steps were taken to clarify its continued use. In these circumstances, I am not persuaded that it was reasonable for the Landlord to continue charging for the additional parking spot, and I therefore find that such charges should not be included in the Tenants' arrears.
10. Pursuant to section 59 of the *Residential Tenancies Act, 2006*, a notice of termination for non-payment of rent must set out the amount of rent lawfully owing at the time the notice is given. I find that the N4 Notice of Termination is defective because the rent arrears claimed include charges for an additional parking spot, which I have found were not properly payable by the Tenants after June 2022. As a result, the amount of rent arrears stated in the N4 Notice is incorrect. Where a notice of termination does not accurately reflect the rent owing, it cannot support an application for eviction. Accordingly, the Landlord's L1 application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 9, 2026

Date Issued

Christina Philp

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.