



Order under Section 69 Residential Tenancies Act, 2006

Citation: Thorn v Montgomery, 2026 ONLTB 3305

Date: 2026-01-14

File Number: LTB-L-086415-25

In the matter of: APARTMENT A, 4C CLINTON ST S GD 0
TEESWATER ON N0G 2S0

Between: Christopher Thorn Landlord

and

Mackenzie Montgomery Tenant

Christopher Thorn (the 'Landlord') applied for an order to terminate the tenancy and evict Mackenzie Montgomery (the 'Tenant') and Dema Campbell because the Tenant and Dema Campbell did not pay the rent.

This application was heard by videoconference on January 6, 2026.

The Landlord, the Landlord's legal representative Danielle Nettleton and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) claiming \$3,000.00 that represents unpaid rent for the period August 1 to September 30, 2025. The Landlord carries the burden to prove the allegations on a balance of probabilities.
2. The parties agree that the lawful monthly rent is \$1,500.00. It was due on the 1st day of each month.
3. The Tenant disputes the arrears claimed saying she paid those monies in cash. The Landlord acknowledges receiving some rent in cash and has produced the rent receipts he issued in recognition of those payments.
4. The Tenant testified that she travelled from London to the rental unit on or about the first day of every month to pay her rent by placing envelopes of cash under the door of the street-facing commercial unit that is part of this residential complex. The Landlord acknowledged that he alone has access to this unit but denied finding any such envelopes except for the two on September 12, 2025 for which he issued receipts that are produced.

5. The Tenant testified she has videos showing her cash payments. The videos were not produced because the Tenant had technical difficulties but she described their contents in testimony. They show the Tenant sliding envelopes marked with the date under the door of the commercial unit. They do not show the contents of the envelope.
6. The Tenant offered no other corroboration of the payments such as ATM withdrawal slips, cashier's receipts or bank statements showing cash withdrawals. This omission is particularly concerning given that the parties' relationship had broken down at this (requiring the intervention of police) which would put the Tenant on notice that some manner of concrete proof would be needed in the event of a likely dispute. The Tenant's explanation that she did not want further contact with the Landlord is insufficient to explain why she did not select a traceable mode of payment. Her testimony that the Landlord would not accept cheques is denied by the Landlord and I reject it because it is contradicted by the terms of the lease. I found the Tenant's evidence unreliable.
7. The Landlord has produced what he's described a rent table to show he's received no payments after September 12, 2025 which he credited to the rent owing for the period end July 31, 2025. This Board routinely admits and relies on rent ledgers as evidence of payments (or lack of payments) for the truth of their contents. Rent ledgers are typically business record authored by an officer or employee of the Landlord in the execution of their duties contemporaneously with the facts recorded in them and are therefore judged to be reliable evidence.
8. In this case, the Landlord did not testify that his rent table is a contemporaneous recording of rent charged and collected. It was reconstructed afterwards. It is nothing more than a prior consistent statement used to bolster the Landlord's testimony. This sort of self-corroboration is inadmissible for the truth of its contents because it adds nothing of any value to testimony of its author.
9. I allowed the Landlord to refresh his memory using his rent table but I have not relied on it as evidence of the truth of its contents. Rather, I accept the Landlord's testimony that he did not receive any rent after September 12, 2025 because I prefer his testimony to that of the Tenant's. The Landlord alone has access to the commercial space where the cash was allegedly deposited and he goes there often. He testified he did not find any envelopes as described by the Tenant.
10. This case is not the sort contemplated by the decision in *Mauti v. Gibbs* (2019) where the evidence is evenly balanced.¹ I find the Landlord's testimony more reliable and his version of events to be probable than that of the Tenant's. Therefore I must find for the Landlord because he has discharged his burden to prove the debt on a balance of probabilities.
11. I find the Tenant has not made any payments since the application was filed.
12. The parties agreed that the Tenant vacated the rental unit on December 31, 2025 and jointly requested an order terminating the tenancy on that date. Rent arrears owing to December 31, 2025 are \$7,500.00.

¹ 2019 ONSC 3355 at paras. 26-27.

13. The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
14. Interest on the rent deposit, in the amount of \$36.99 is owing to the Tenant for the period from January 6, 2025 to December 31, 2025.

Dema Campbell is not a tenant

15. I agree with the Tenant's submissions that the respondent Dema Campbell is not a tenant of the rental unit within the meaning of the *Residential Tenancies Act, 2006* (the 'Act'). The lease that the Landlord relies names Dema Campbell in the handwritten recital but his name and signature do not appear in the signature block. I acknowledge that Dema Campbell's name appears on the Landlord's application form suggesting he may have applied to be a tenant. But I also accept the Tenant's evidence that this person was not included on the lease because he did not want to be a tenant and in fact never lived in the rental unit. There is no evidence that Dema Campbell ever paid rent or exhibited any indicia of occupancy. The Landlord's explanation is that he could not include this person as party to the lease because he had not furnished his driver's licence and proof of tenant's insurance as required by the Landlord. This evidence shows that the Landlord chose to enter into the tenancy agreement with the Tenant only and deliberately left out Dema Campbell which is consistent with the Tenant's testimony.
16. The application and style of cause are amended to remove Dema Campbell as a respondent because he is not a tenant and therefore not a necessary party to these proceedings.
17. The Tenant withdrew her allegations of disrepair.
18. 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 tenancy between the Landlord and the Tenant is terminated as of December 31, 2025, the date the Tenant moved out of the rental unit.
2. The application and style of cause are amended to remove Dema Campbell as a respondent.
3. The Tenant shall pay to the Landlord \$6,149.01. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

4. If the Tenant does not pay the Landlord the full amount owing on or before January 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 26, 2026 at 4.00% annually on the balance outstanding.

January 14, 2026

Date Issued

Nersi Makki

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 as the tenancy is terminated

Rent Owing To Move Out Date	\$7,500.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,500.00
Less the amount of the interest on the last month's rent deposit	- \$36.99
Total amount owing to the Landlord	\$6,149.01