



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-086305-25

In the matter of: 71 Mill Street
DESERONTO ON K0K1X0

Between: CURTIS SHEPHERD Landlord

And

Kristina Belanger Tenant

CURTIS SHEPHERD (the 'Landlord') applied for an order to terminate the tenancy and evict Kristina Belanger (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 7, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. at the hearing, a flaw was noted regarding the N4 notice of termination, specifically that the period of arrears contained the incorrect end date. The Landlord was invited to make submissions on whether this defect was fatal to the notice of termination.
2. For the reasons that follow, I find that these defects are not fatal to the N4, either for reason of substantial compliance despite failing to comply with a mandatory provision of the Act, or for being a non-substantive omission.
3. Pursuant to section 212 of the *Residential Tenancies Act, 2006* (the "Act"), a notice of termination is not invalid solely because of an error or omission if the notice substantially complies with the requirements of the Act. Recent amendments to the Act reinforce the principle of substantial compliance and confirm that technical defects do not invalidate a notice where the tenant is not misled or prejudiced. In this case, the N4 clearly identifies the rental unit, the amount of rent arrears owing, the period to which the arrears relate, and the termination date.
4. There is no evidence before me that the incorrect rental period end date caused any confusion, prejudice, or procedural unfairness to the Tenant. The Tenant was able to meaningfully participate in the hearing and respond to the Landlord's claim for rent arrears. Accordingly, I find that the N4 Notice substantially complies with the Act and is valid for the purposes of this proceeding.

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$860.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$28.27. This amount is calculated as follows: \$860.00 x 12, divided by 365 days.
9. The Tenant has paid \$1,070.00 to the Landlord since the application was filed.
10. The rent arrears owing to January 31, 2026, are \$6,668.36.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

Relief from eviction

13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
14. The Tenant testified that she does not agree with the amount of rent arrears claimed by the Landlord. However, the Tenant did not file or submit any documentary evidence in support of this position. The Tenant stated that she would be willing to pay \$3,500.00 toward the rent arrears through social assistance if the tenancy was allowed to continue, and further asserted that social assistance would be paying the Landlord directly. No documentation from Ontario Works or any other social assistance program was provided to substantiate this claim.
15. The Tenant testified that she was terminated from her employment in August 2025 and is currently unemployed. The Tenant stated that she could pay an additional \$200.00 per month toward the arrears. In response to questions from the Board, the Tenant testified that her monthly household income consists of Ontario Works and child tax benefits totaling approximately \$2,000.00 per month. The Tenant estimated monthly expenses of approximately \$600.00, including a \$250.00 car payment, \$197.00 for car insurance, \$150.00 for hydro, \$150.00 for groceries, and approximately \$80.00 for gas.
16. The Landlord testified that the rent arrears are correctly calculated and are outstanding to the end of September. During cross-examination, the Tenant asserted that she had requested documentation regarding the arrears; however, the Tenant confirmed that the Landlord did provide a rent roll ledger setting out the rental charges and payments received.

Analysis

17. The Tenant disputes the amount of rent arrears but provided no documentary evidence to support that dispute. In contrast, the Landlord provided a rent roll ledger, which the Tenant acknowledged receiving. I therefore prefer the Landlord's evidence regarding the amount of arrears, as it is documented, consistent, and uncontradicted by any admissible evidence from the Tenant.
18. The Tenant's proposal to pay \$3,500.00 through social assistance is speculative. No written confirmation, payment schedule, or approval from Ontario Works was filed, and I cannot rely on unsupported assertions regarding future third-party payments. Similarly, the Tenant's proposal to pay an additional \$200.00 per month toward the arrears must be assessed considering the Tenant's financial circumstances. Based on the Tenant's own evidence, the household income is approximately \$2,000.00 per month, with significant fixed expenses, including vehicle-related costs. The Tenant is currently unemployed and has no demonstrated income.
19. Having considered all of the evidence, which explains the circumstances that contributed to the arrears, the Tenant did not provide any documentary evidence of income, did not propose a realistic repayment plan, and did not establish that the arrears could be remedied within a reasonable period of time. I am not satisfied that the Tenant has the financial capacity to pay ongoing rent on time while meaningfully reducing the existing arrears within a reasonable period. Given the quantum of the arrears and the absence of evidence demonstrating an ability to maintain rent payments going forward, I find that the tenancy is not viable.

It is ordered that:

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:**
 - \$6,854.36 if the payment is made on or before January 25, 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 25, 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 25, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,192.25. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$28.27 per day for the use of the unit starting January 8, 2026, until the date the Tenant moves out of the unit.
7. 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.
8. If the unit is not vacated on or before January 25, 2026, then starting January 26, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 26, 2026.

January 14, 2026
Date Issued

Nathan Korenberg
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 expires on July 26, 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 25, 2026

Rent Owing To January 31, 2026	\$7,738.36
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,070.00
Total the Tenant must pay to continue the tenancy	\$6,854.36

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

Rent Owing To Hearing Date	\$7,076.25
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,070.00
Total amount owing to the Landlord	\$6,192.25
Plus daily compensation owing for each day of occupation starting January 8, 2026	\$28.27 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	