



Order under Section 69 Residential Tenancies Act, 2006

Citation: Plaenk v Calverley, 2026 ONLTB 5810

Date: 2026-01-15

File Number: LTB-L-051298-25

In the matter of: 2, 145 SHERMAN AVE S
HAMILTON ON L8M2R1

Between: Mary Ellen Plaenk Landlord

And

Torri Calverley Tenants
Anthony Plaenk

Mary Ellen Plaenk (the 'Landlord') applied for an order to terminate the tenancy and evict Torri Calverley and Anthony Plaenk (the 'Tenants') because:

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

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

The Landlord and the Tenants attended the hearing

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenants with an invalid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). An application for eviction cannot proceed on an invalid notice. The Landlord elected to proceed with the application for arrears only.
2. The N4 notice is invalid because the amount of arrears claimed for each rental period is unclear and the Landlord was unable to explain the calculations at the hearing. Although minor errors which do not cause confusion do not automatically invalidate a notice, a notice which is so unclear that even the person who prepared it cannot understand how

the amounts claimed were reached is prejudicial to the Tenants' ability to participate in the hearing.

3. The rent arrears owing to November 30, 2025 are \$1,507.65.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

L2 Application – Persistent Late Payment of Rent

5. The Landlord has not proven that the Tenant has persistently failed to pay the rent on the date it was due. The N8 notice does not indicate the date on which rent is due or the specific dates on which late payments were received, therefore it is not possible to determine how many times rent has been paid late based on the contents of the notice.
6. Section 43 of the *Residential Tenancies Act, 2006* (the "Act") requires that a notice of termination set out the reasons and details respecting the termination. Similarly, in the Divisional Court's decision in *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 (which was decided in the context of an N5 Notice of Termination but is routinely applied to all notices of termination), the court found that a notice of termination must contain particulars. The court's decision states, "particulars should include, dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant".
7. I find that to satisfy the requirements of s.43(2) and *Ball*, an N8 notice must provide the date on which rent is due and the date(s) on which the landlord asserts that rent was actually paid for each month that the landlord is asserting late payment. Providing these details at the hearing does not satisfy the requirement for adequate particulars to be contained in the notice when it was given to the Tenant.

L2 Application Interference with Reasonable Enjoyment

8. On July 7, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains multiple allegations: refusal of entry on three occasions, items stored improperly in yard, plants not permitted, more vehicles than permitted, vehicles being repaired on driveway, rabbits kept for breeding/food. The notice had a voiding period of July 11 to July 17, 2025.
9. The Landlord did not attempt to enter the unit or residential complex during the voiding period and has no documentation of the state of the property during this time. Recent photos of the complex were not admitted into evidence because they were disclosed on the day of the hearing and as they were taken recently, months after the voiding period, they had minimal evidentiary value. The Landlord did not submit a copy of the lease or any local bylaws which prohibited many of the behaviours complained of, such as use of yard space, types of plants permitted, number of vehicles permitted, and restrictions on keeping animals. The Tenant disputes that the behaviours were not permitted and submits that most of the behaviours were approved by the Landlord at various times. Without written documentation of the alleged rules, I find the Landlord has not proven their case.

It is ordered that:

L1 Application – Non-Payment of Rent

1. The Tenants shall pay the Landlord \$1,693.62. This amount includes rent arrears owing up to November 30, 2025 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before January 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 27, 2026 at 4.00% annually on the balance outstanding.

L2 Application – Persistent Late Payment of Rent and Interference with Reasonable Enjoyment

3. The L2 Application is dismissed.

January 15, 2026

Date Issued

Dawn Carr

Member, Landlord and Tenant Board

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