



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

File Number: LTB-L-087622-25

In the matter of: 303, 6423 BARKER ST
NIAGARA FALLS ON L2G1Y6

Between: MICHAEL JAMES Irvine Landlords
Maria Elrod

And

JUSTIN GERARD Tenants
EVA MARIA GIROLAMI

MICHAEL JAMES Irvine and Maria Elrod (the 'Landlord') applied for an order to terminate the tenancy and evict JUSTIN GERARD and EVA MARIA GIROLAMI (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 Maria Elrod, the Landlord's Representative Kimberly Holleran and the Tenant Justin Gerard attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on November 12, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,300.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.

6. The rent arrears owing to November 12, 2025, are \$21,107.44.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Tenant testified that he had paid the Landlord the rent by payments made in cash and that he did not receive a receipt because they were friends.
10. The Landlord's Representative submitted that no cash payments were made and was able to provide proof of e-transfer rent payments from the Tenant when the Tenant had paid rent.
11. Based on the evidence before me, on a balance of probabilities, I find that the Tenant did not make the rent payments to the Landlord in cash. The Tenant was unable to provide any supporting documentation such as bank statements or communication between the parties confirming the alleged payments.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 12, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$21,293.44. 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. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before February 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.

January 26, 2026
Date Issued

Brenda Mercer
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	\$21,107.44
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$21,293.44