



Order under Sections 69 and 87 Residential Tenancies Act, 2006

File Number: LTB-L-093363-25

In the matter of: 131, 100 WILLIAM ST W
OSHAWA ON L1G1K2

Between: Mordini Residential LP Landlord

And

Tammy Proulx Tenant

Mordini Residential LP (the 'Landlord') applied for an order to terminate the tenancy and evict Tammy Proulx (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on January 13, 2026.

Only the Landlord's Agent, Morgan Ste. Marie, attended the hearing.

As of 1:46pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

N4 Notice of Termination – Application Amendment

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (the 'N4 Notice') on September 2, 2025.
2. Subsections 59(1) and 59(2) of the *Residential Tenancies Act, 2006* (the 'Act') read as follows:

59(1) If a tenant fails to pay rent lawfully owing under a tenancy agreement, the landlord may give the tenant notice of termination of the tenancy effective not earlier than,

- (a) the 7th day after the notice is given, in the case of a daily or weekly tenancy; and
- (b) the 14th day after the notice is given, in all other cases. [Emphasis Added]

59(2) The notice of termination shall set out the amount of rent due and shall specify that the tenant may avoid the termination of the tenancy by paying, on or before the termination date specified in the notice, the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment by the tenant. [Emphasis Added]

3. Subsection 2(2) of the Act defines the term “rent” as follows:

2(1) “rent” includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to a landlord or the landlord’s agent for the right to occupy a rental unit and for any services and facilities and any privilege, accommodation or thing that the landlord provides for the tenant in respect of the occupancy of the rental unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing, but “rent” does not include,

(a) an amount paid by a tenant to a landlord to reimburse the landlord for property taxes paid by the landlord with respect to a mobile home or a land lease home owned by a tenant, or

(b) an amount that a landlord charges a tenant of a rental unit in a care home for care services or meals.

4. The Landlord’s Agent indicated that, through the N4 Notice, the Landlord also claimed amounts that were not considered to be rent, such as, amongst other fees, a key deposit.
5. As such the N4 Notice does not meet the requirements of section 59 of the Act, as the amount claimed does not exclusively relate to the lawful rent.
6. In *George V Apartments Ltd. v. Cobb*, [2002] O.J. No. 5918 (Div. Ct.), the Court concludes that a notice of termination that does not comply with the Act’s requirements is void.
7. As I have found that the N4 Notice is invalid, the Landlord’s application for an order to terminate the tenancy and evict the Tenant because the Tenant did not pay the rent that the Tenant owes cannot proceed.
8. The Landlord therefore sought to amend the application for an order solely requiring the Tenant to pay the rent that the Tenant owes, pursuant to section 87(1) of the Act.
9. I am satisfied that the Landlord understood the implications of their request, namely that they would not be able to apply for an order to terminate the tenancy and evict the Tenant because the Tenant did not pay the rent that the Tenant owes up to January 31, 2026.
10. As the amendment request would enable the Tenant to continue (for the time being) their tenancy, I find that the Tenant would not be prejudiced by such an amendment, even in their absence at the hearing.
11. Pursuant to subsection 200(1) of the Act and Rule 15 of the Board’s *Rules of Procedure*, I granted the amendment request.

Arrears of Rent

12. As of the hearing date, the Tenant was still in possession of the rental unit.
13. The lawful rent is \$2,025.00. It is due on the first (1st) day of each month.
14. Based on the Monthly rent, the daily rent/compensation is \$66.58. This amount is calculated as follows: \$2,025.00 x 12, divided by 365 days.
15. The Tenant has paid \$750.00 to the Landlord since the application was filed.
16. The rent arrears owing to January 31, 2026, are \$8,165.00.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

NSF Cheque Charges

18. The Landlord also claimed \$140.00 to reimburse the Landlord for administration charges and bank fees incurred as a result of payments submitted by the Tenant which were returned due to NSF between October 6, 2025, and January 8, 2026.
19. The Landlord's Agent indicated that all declined payments were submitted by the Tenant by *Electronic Funds Transfer* (EFT).
20. Subsection 87(5) of the Act, reads as follows:

87(5) On an application by a landlord under this section, the Board may include the following amounts in determining the total amount owing to a landlord by a tenant or former tenant in respect of a rental unit:

1. The amount of NSF cheque charges claimed by the landlord and charged by financial institutions in respect of cheques tendered to the landlord by or on behalf of the tenant or former tenant, to the extent the landlord has not been reimbursed for the charges.
2. The amount of unpaid administration charges in respect of the NSF cheques, if claimed by the landlord, that do not exceed the amount per cheque that is prescribed as a specified payment exempt from the operation of section 134. [Emphasis Added.]

21. The wording of the Act, in relation to claims for NSF charges and administration fees, is specifically restricted to payments made by the Tenant by cheque.
22. As the Landlord confirmed that the Tenant did not pay by cheque, but rather by EFT, the Landlord's claim for the \$140.00 NSF charges is denied.

It is ordered that:

1. The Tenant shall pay to the Landlord \$8,351.00. This amount includes rent arrears owing up to January 31, 2026, and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.

January 20, 2026

Date Issued

Alexandre Traboulsi

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.