



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

File Number: LTB-L-095216-25

In the matter of: 403, 1301 DUNDAS STREET WEST
MISSISSAUGA ON L5C1C9

Between: KIPLING RESIDENTIAL MANAGEMENT 1 Landlord

And

ROSEANN FOWLIE Tenant

KIPLING RESIDENTIAL MANAGEMENT 1 (the 'Landlord') applied for an order to terminate the tenancy and evict ROSEANN FOWLIE (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 27, 2026.

The Landlord's Legal Representative Sean D Beard and the Tenant attended the hearing.

Determinations:

The N4

1. At the hearing the Tenant testified that she never received the N4 from the Landlord. However, the Landlord has provided a certificate of service which clearly indicates that the Tenant was served with the N4 Notice of Termination on October 9, 2025 by placing it under the door or through a mail slot in the door. I also accept the testimony of the Landlord's Legal Representative the Landlord always serves N4's in this manner and am prepared to accept on the basis of the Landlord's completed certificate of service, that the N4 was served on the Tenant.

The L1

2. 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.

3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,305.13. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$42.91. This amount is calculated as follows: $\$1,305.13 \times 12$, divided by 365 days.
6. The Tenant has paid \$3,561.24 to the Landlord since the application was filed.
7. The rent arrears owing to January 31, 2026, are \$348.67. At the hearing the Tenant disputed the quantum of arrears owing. It appears that the rent is paid in part by the region of Peel, and partially by the Tenant. The Landlord's Legal Representative testified that these two payments do not fully cover the lawful monthly rent which led to the slow development of the arrears outstanding.
8. While the Tenant alleged additional payments and claimed the arrears should only be \$317.00 she did not direct me to any documentation, bank records, or other proof of additional payment. As the Landlord is unable to prove a negative (that the Tenant has not paid the rent) and the Tenant has not demonstrated that additional payments were made I am satisfied that the arrears are \$348.67.
9. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,266.74 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
12. Interest on the rent deposit, in the amount of \$33.71 is owing to the Tenant for the period from December 31, 2024 to January 27, 2026.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until March 31, 2026, pursuant to subsection 83(1)(b) of the Act. The parties agreed that a delay to March 31, 2026, was appropriate to allow the Tenant additional time to pay the arrears and void the order. In consideration of the Tenant's circumstances, I am satisfied that this is appropriate.

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:**

- \$1,859.80 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$3,164.93 if the payment is made on or before March 31, 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 March 31, 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 March 31, 2026.**
 5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application and unpaid NSF charges the Landlord is entitled to by \$892.34. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$42.91 per day for compensation for the use of the unit starting January 28, 2026 until the date the Tenant moves out of the unit.
 6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
 7. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 8. 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 April 1, 2026.

February 4, 2026

Date Issued

Reid Jackson

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 October 1, 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 February 28, 2026

Rent Owing To February 28, 2026	\$5,215.04
Application Filing Fee	\$186.00
NSF Charges	\$20.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,561.24
Total the Tenant must pay to continue the tenancy	\$1,859.80

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$6,520.17
Application Filing Fee	\$186.00
NSF Charges	\$20.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,561.24
Total the Tenant must pay to continue the tenancy	\$3,164.93

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

Rent Owing To Hearing Date	\$3,763.35
Application Filing Fee	\$186.00
NSF Charges	\$20.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,561.24
Less the amount of the last month's rent deposit	- \$1,266.74
Less the amount of the interest on the last month's rent deposit	- \$33.71
Total amount owing to the Landlord	\$(892.34)
Plus daily compensation owing for each day of occupation starting January 28, 2026	\$42.91 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

