



Order under Section 69 Residential Tenancies Act, 2006

Citation: ZEV INVESTMENTS LIMITED v ROSE, 2026 ONLTB 16419

Date: 2026-02-25

File Number: LTB-L-100375-25

In the matter of: 319, 20 SANAGAN RD
ETOBICOKE ON M9V1R9

Between: ZEV INVESTMENTS LIMITED

Landlord

And

JEAN ROSE
JAFARI BOWYER
EDNA TINKER

Tenant

ZEV INVESTMENTS LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict JEAN ROSE, JAFARI BOWYER and EDNA TINKER (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 18, 2026.

The Landlord's representative Emily Barbati and the Tenant attended the hearing. Dixy Dandona attended as witness for the Landlord.

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 . Rent arrears are calculated up to the date the Tenant vacated the unit
4. Lawful Rent
5. The Tenant disputes the amount of lawful rent. She submits she did not receive any notice of rent increase before the increase on June 1, 2025. She didn't become aware of an

increase until she was served with the N4 Notice for nonpayment of rent. The Tenant gets her mail normally through a mail slot in her door.

6. The Landlord's superintendent testified that she served the N1 directly into the Tenant's rental unit through the slot in the door on February 26, 2026. A chart was produced showing a number of rental units having been served N1 notices on the same date successively. Tenants are not normally notified by email and there is no follow up communication about rent increase.
7. I prefer the Landlord's evidence over the Tenant's regarding this N1 service issue. Despite Ms. Dandona spotty recollection, and her error on the service form as to the year, I'm satisfied these discrepancies are an indication of normal human recollection. The 2025 form compared to the 2024 form supports they are genuine and created separately. The Tenant's testimony that she didn't receive the February 2024 until April does not in my view mean she was not served the February 2025 form on February 26, 2025.
8. The document was served directly into the rental unit with no opportunity for tampering. There are three persons in the unit who could misplace mail, two of which didn't testify. Ms. Rose provided no information to suggest there is something wrong with her door mail slot or that she is failing to receive other official mail sent to her, such as the notice of hearing. I also note that arrears of rent began generating as of April 1, 2025, seven months before the Tenant stated she did not receive the notice of rent increase and were not simply the difference between the two rent amounts in dispute.
9. I'm satisfied on a balance of probabilities therefore that the Landlord properly served the Tenant the N1 notice of termination.
10. The lawful rent is therefore \$1,987.12. It was due on the 1st day of each month.
11. The Tenant has paid \$7,754.64 to the Landlord since the application was filed.
12. The rent arrears owing to are \$437.92.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. 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 grant relief from eviction pursuant to subsection 83(1)(a) of the Act.
15. The Landlord requested a monetary order because the Tenant had all but a small amount remaining. The Tenant is in a position to pay the remainder of the arrears and costs in a short period of time.

It is ordered that:

1. The Tenant shall pay to the Landlord \$623.92. This amount includes rent arrears owing up to February 28, 2026 and the cost of the application.

2. If the Tenant does not pay the Landlord the full amount owing on or before March 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

February 25, 2026
Date Issued

Julie Broderick
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.