



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-099786-25

In the matter of: 6, 535 RIDEAU ST
KINGSTON ON K7K3B2

Between: George Libunao Landlord

And

Alissa Hart Tenants
Terrell Parris

George Libunao (the 'Landlord') applied for an order to terminate the tenancy and evict Alissa Hart and Terrell Parris (the 'Tenant') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 5, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

Preliminary Issue: N4 notice was substantially compliant

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The N4 notice listed the address as 525 Rideau Street not 535 Rideau Street.
2. When asked if they understood the N4 notice to be for them, the Tenants said no. The Tenants indicated they do not own any other rental properties, that they are in unit 6 as identified by the N4 notice, and they acknowledged that 525 Rideau street is a house beside the residential complex. The Tenants acknowledged having received the N4 notice and they did not dispute the amount of the arrears owing on the N4 as the rent they have not paid. The postal code on the N4 notice was also the same as the postal code on the L1 application.
3. Section 212 of the *Residential Tenancies Act, 2006* (the 'Act') states: "(1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient. (2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act."

4. I am satisfied that the mistake is a typographic error that does not invalidate the N4 notice. The Tenants acknowledged they live in unit 6, as stated on the N4 notice, they do not contest the months and arrears amounts as listed on the N4 notice, and their names were properly listed on the N4 notice. I am satisfied that despite the typographical error, the Tenants understood that the N4 notice related to their unit and they were not confused or prejudiced as a result of the error.
5. The Tenants 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.

Preliminary Issue: Section 82 Considerations

6. The Tenant indicated an intention to raise issues about maintenance and substantial interference.
7. However, the Tenants did not serve on the Landlord a list of issues to be raised under section 82 of the Act, nor any documents or other evidence in support of the issues they want to raise. The Landlord stated he had never been served any disclosure or received any complaints about maintenance or alleged substantial interference. The Tenant did not establish that they could not comply with the Boards *Rules of Procedure* that require a tenant to make advance disclosure of their intention to raise section 82 issues.
8. In absence of compliance with section 82(2), or a reasonable explanation as to why they did not comply, I declined to permit the Tenant to raise issues pursuant to section 82 without prejudice to their ability to file a Tenant's application should they wish to do so.

L1 Application:

9. As of the hearing date, the Tenants were still in possession of the rental unit.
10. The lawful rent is \$1,825.00. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$60.00. This amount is calculated as follows: \$1,825.00 x 12, divided by 365 days.
12. The Tenants have not made any payments since the application was filed.
13. The rent arrears owing to February 28, 2026 are \$7,300.00. The amount of the arrears was not disputed.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,825.00 from the Tenants 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.
16. Interest on the rent deposit, in the amount of \$13.76 is owing to the Tenants for the period from September 28, 2025 to February 5, 2026.

Section 83 Considerations:

17. Tenant Alissa Hart (AH) testified that they have not been able to pay rent due to job loss. Tenant Terrell Parris (TP) testified that they had not paid their rent because of the issues with pests and did not think they should have to pay their rent until the issues were fixed. TP left before AH was done testifying and before the hearing was concluded and therefore did not provide any further evidence.
18. AH testified that their stove fan was not working, and they notified the Landlord on November 11, 2025 and the fan was fixed sometime in December 2025. AH further testified that their fridge was malfunctioning at the beginning of October 2025 and she sent videos to the Landlord that the fridge was freezing their food. AH testified the Landlord put a thermometer in the fridge on November 11, 2025 and said that he would switch their fridge with the superintendents across the hall, but AH testified she did not want to pass the burden on to the superintendent.
19. The Landlord testified that when the fridge was looked at there was nothing malfunctioning, and the thermometer showed a normal temperature. The Landlord further testified that he had asked the superintendent about switching fridges with the Tenants and she was okay with that, but it was the Tenants that did not want to do it.
20. AH testified that they notified the Landlord on their first night in the rental unit about being bit by tiny red ants. They then messaged him on October 4, 2025, about having cockroaches in the home. AH testified the Landlord responded a couple of days later and asked the Tenants to buy supplies and he would reimburse them the costs as he was out of the country. AH testified that they purchased approximately \$200.00 worth of supplies, and the Landlord did reimburse those costs, however they had lost \$200.00 in groceries already. AH testified that the Landlord did not have pest control come until November 6, 2025, where they put down traps but did not spray, and that no one has returned.
21. The Landlord testified that he was in the Philippines for the month of October 2025, so he asked the Tenants to get supplies to address the ants and cockroaches, and he reimbursed everything they asked for. The Landlord further testified that his buildings are contracted for monthly routine pest control in the common areas and that when pest control went to the Tenants' unit on November 6, 2025, they put down cardboard traps, but they did not see any activity of pests. The Landlord testified that the Tenants never complained again after pest control went on November 6, 2025. The Tenants did not provide any supporting evidence that they had told the Landlord about the continuation of the cockroaches after the treatment.
22. The Landlord submitted documentary evidence during the hearing, however, as the evidence was not properly served on the Tenants, I did not consider the documentary evidence and relied on only his oral evidence.
23. Based on the evidence before me, while the issues with the stove fan, the fridge and the pests might be the subject of a tenant's application to the Board, I am not satisfied that the Tenants have established that the Landlord is in a serious breach of their responsibilities within the meaning of section 83(3)(a) of the *Residential Tenancies Act, 2006* (the 'Act'). The evidence indicated that the Landlord responded when the Tenants complained about the issues, though the Tenants did not accept changing their fridge with the superintendent, and treatment for the cockroaches occurred on November 6, 2025. The Tenants have not established that they told the Landlord the pest control treatment for the

cockroaches was ineffective, and in those circumstances, I am not satisfied that the Landlord is in a serious breach. My finding is without prejudice to the Tenant bringing a T2 or T6 application in relation to the issues they have raised should they consider it appropriate to do so.

24. AH testified that she is now employed and her monthly income with the child tax benefit is \$3,040.00. TP testified that he does not have a set income and he declined to provide an estimate. AH proposed a payment plan of \$100.00 per month as she would not be able to afford more. In the alternative, AH sought a delay in eviction to find other accommodation as she has a 8-year-old daughter with a medical condition. AH testified she is having a hard time finding alternative accommodations as other landlords do not want to rent to her because of where she is currently living.
25. The Landlord testified he is seeking a standard 11-day eviction order. The Landlord testified that the payment plan is not viable as it would take too long, and the lack of rent affects his mortgage and his income. The Landlord testified he is retired and owns 2 buildings for income, one is 12 units and the other is 18 units.
26. 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.
27. I accept AH's evidence that that Tenants and their daughter would be impacted by an eviction. However, I find that it would be unfair to deny an eviction and instead issue a conditional order as proposed by AH. The payment plan proposed would take 75 months to pay the arrears, and I accept the Landlord's evidence that such a long payment plan would be unfair. However, providing a relatively short delay will allow the Tenants an appropriate amount of time to find new accommodations, which will help mitigate the impact of the eviction. However, given that the arrears are not insignificant, and the Tenants have not made any payments since the application was filed, it would be unfair to delay the eviction longer.

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:**
 - \$7,486.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,311.00 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. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,122.24. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$60.00 per day for the use of the unit starting February 6, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
8. 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.
9. 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 25, 2026
Date Issued

Allana McComb
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	\$7,300.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,486.00

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	\$9,125.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,311.00

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

Rent Owing To Hearing Date	\$5,775.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,825.00
Less the amount of the interest on the last month's rent deposit	- \$13.76
Total amount owing to the Landlord	\$4,122.24
Plus daily compensation owing for each day of occupation starting February 6, 2026	\$60.00 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	