



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

File Number: LTB-L-104851-25

In the matter of: 7, 185 DURAND ST
SARNIA ON N7T5A4

Between: Regent Properties (London) Inc Landlord

And

Jennifer Lacroix Tenants
Sandra Lafreniere

Regent Properties (London) Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Lacroix and Sandra Lafreniere (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 25, 2026.

Only the Landlord's Legal Representative, Jennifer Grant ('LLR') attended the hearing.

As of 9:32am, neither of the Tenants were 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:

1. For the reasons set out below, the Landlord has not proven the validity of the service of the N4 Notice and therefore will receive an arrears only order.

Pre-Liminary Issues:

Service of the Notice

2. The Landlord uploaded a Certificate of Service for the N4 Notice (N4) in which the N4 was served via email to the Tenants.
3. As per Rule 3.1(h) of the Board's Rules of Procedure it states that a document may be served on a person or party:

By email if the person or party receiving it has consented in writing to service by email.

4. Further, as laid out within the Guideline 10 which speaks to adequacy of service of a notice of termination it states:

If the tenant acknowledges receipt of the Notice by the date required or if the landlord can prove that the tenant received it, this will be sufficient no matter how the Notice was served.

5. The Landlord stated that the Tenants had consented to service via email on the Lease Agreement but went on to outline that the email address on the Lease Agreement was not the email address where the N4 was served.
6. The Landlord's representative (LLR) states that the Landlord was using a different email address to communicate with the Tenants which was the reason in which the N4 was served to an alternative email address.
7. The LLR uploaded the Lease Agreement and a document titled 'Summary (1)' to the Tribunals Ontario Portal (TOP).
8. The LLR first referred to page 2 of the Lease Agreement (DOC-7440398) and noted that the email address for consent to service of notices for the Tenants is "pinkrosaflowers123@hotmail.com".
9. The LLR stated that the Tenants had verbally requested that the Lease Agreement be sent to a different address. The LLR referred to page 1 of a document titled Summary (1) (DOC-7440653) which showed an email address underneath Jennifer Lacroix and Sandra Lafreniere's names, the email address being "stickstudios@gmail.com". The LLR testified this document demonstrated that the Tenants had requested to change the email address for consent to service of notices.
10. Upon review of the Landlord's document, Summary (1) (DOC-7440653) it was not clear that the Tenants had requested to change the email address for service of notices. As a result and given the fact that the Tenants did not acknowledge receipt of the N4, I cannot find that the N4 was properly served and therefore eviction is not an available remedy for this application.
11. The LLR requested that should the service be deemed invalid, the application proceed by way of an arrears only order.

NSF Fees

12. The Landlord claimed NSF fees within the L1 Application filed with the Board.
13. The LLR confirmed that the fees were not incurred as a result of a cheque but incurred as a result of a reversal of pre-authorized payments.
14. Subsection 87(5)(1) of the Act provides that a Landlord may seek charges relating to NSF cheque fees charged by a financial institution, significant to note, the Act is clear in that the

charges must be related to a fee incurred as a result of a cheque and no other payment methods.

15. As the charges claimed were not as a result of cheque fees incurred, the Landlord is therefore not entitled to claim the fees.
16. As of the hearing date, the Tenant was still in possession of the rental unit.
17. The Tenant did not pay the total rent they were required to pay for the period from August 1, 2025 to February 28, 2026.
18. The lawful rent is \$1,459.06. It is due on the 1st day of each month.
19. The Tenant has not made any payments since the application was filed.
20. The rent arrears owing to February 28, 2026 are \$8,754.36.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$8,940.36. 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 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 14, 2026 at 4.00% annually on the balance outstanding.

March 2, 2026
Date Issued

Angela Smith
Member, Landlord and Tenant Board

Peter Nicholson
Member, Landlord and Tenant Board

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