



Order under Section 69 Residential Tenancies Act, 2006

Citation: SunPark Beaver Ridge Estates Inc. v Kilsby, 2026 ONLTB 19189

Date: 2026-03-03

File Number: LTB-L-098193-25

In the matter of: 25, 1007 RACoon RD
GRAVENHURST ON P1P0C2

Between: SunPark Beaver Ridge Estates Inc. Landlord

And

Shelley Kilsby Tenant

SunPark Beaver Ridge Estates Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Shelley Kilsby (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 28, 2026.

The Landlord's agent Brittany Lockhart, the Landlord's legal representative Lily McMillan, the Tenant, and the Tenant's legal representative Allison Brown attended the hearing.

Determinations:

1. The Tenant's legal representative raised a preliminary issue at the outset of the hearing regarding the arrears claimed on the N4 Notice that the Landlord served on the Tenant.
2. The N4 Notice refers to \$10,142.74 in rent owing for the period of November 1, 2021, to September 30, 2025. An additional \$613.20 is claimed for rent for the period of October 1, 2025, to October 31, 2025.
3. The Tenant's legal representative referred me to an order issued on consent of the parties in LTB-L-069593-22. In that order, the parties agreed that the Tenant would pay the Landlord \$4,518.76 for arrears of rent up to May 31, 2023. The Tenant's representative submits that the current application is duplicative of the proceedings in LTB-L-069593-22.
4. The Landlord's legal representative indicated that the duplication in rental periods can be explained by the fact of a retroactive above-guideline rent increase that was approved by the Board in 2024. While the Landlord's ledger does show an adjustment to the rent labelled as an "AGI Adjustment", the Landlord's representative could not direct the Board to the order instituting this rent increase. The Landlord was also unable to articulate what

portion of the arrears claimed on the N4 Notice pertained to the AGI Adjustment and what portion relates to rent that was not paid by the Tenant after the resolution of LTB-L-069593-22 on consent. As such, I am left in a position of not being certain whether the arrears claimed are, in fact, duplicative of those that were adjudicated in LTB-L-069593-22.

5. I find that the Landlord has not met its burden of satisfying the Board, on a balance of probabilities, that the arrears claimed on the N4 Notice were accurate as of the hearing date. As such, the Landlord's application is dismissed.
6. To be absolutely clear, I am not making any finding that the AGI Adjustment was invalid in any way. Rather, my finding is that the Landlord has not clearly articulated the basis for the arrears claimed on the N4 and, therefore, the Tenant was not in a position to understand the case to be met.
7. The Tenant's representative raised the issue of whether the Landlord ought to pay Board and/or party costs in relation to this application. I heard submissions from the parties on this issue at the hearing.
8. In my view, this situation does not warrant costs as there is no evidence that the Landlord's application was brought in bad faith or is of a vexatious nature. While I encourage the Landlord to be clear – both in its notices to tenants and its submissions to the Board – what the basis is for any claimed arrears, I do not find the Landlord's conduct to be unreasonable to an extent warranting an order for costs.

It is ordered that:

1. The Landlord's application is dismissed.

March 3, 2026
Date Issued

Jeremy Henderson
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.