



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

File Number: LTB-L-084072-25

In the matter of: 999 ISABELLA ST GD 0
BELLE EWART ON L0L1W0

Between: ELIZABETH FRAGNELLI
AMANDA FRAGNELLI Landlord

And

JOEL VANDERBROEK Tenant

ELIZABETH FRAGNELLI and AMANDA FRAGNELLI (the 'Landlord') applied for an order to terminate the tenancy and evict JOEL VANDERBROEK (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 17, 2025 and February 13, 2026.

The Landlord, AMANDA FRAGNELLI, the Landlord's Legal Representative, TERI LANDRIAULT, the Tenant's Legal Representative, ADAM BAIRD, and the Tenant attended the hearing on December 17, 2025.

The Landlord, ELIZABETH FRAGNELLI ("EF"), the Landlord's Legal Representative, TERI LANDRIAULT, the Tenant's Legal Representative, ADAM BAIRD, and the Tenant attended the hearing on February 13, 2026.

Determinations:

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) on September 11, 2025 deemed served on September 16, 2025. The N4 Notice alleges that the Tenant failed to pay the monthly rent of \$2,800.00 for September 2025.
2. The Tenant contested the validity of the N4 Notice. The Tenant submits that there was an agreement between the parties that the Landlord would reduce the rent for failing to provide laundry facilities. The Tenant submitted the following text message from the Landlord into evidence:

3. The Tenant testified that he called the Landlord and accepted the Landlord's proposal. The Tenant argues that the monthly rent is \$2,500.00.
4. It is undisputed that the tenancy agreement (DOC-7003659) provided the Tenant with laundry facilities.
5. EF did not contest the text message and the Landlord's offer to the Tenant. The Landlord's submission is that the Tenant did not accept the offer and there was no written acceptance of the offer.
6. Based on the evidence before the Board, I find it more likely than not that the Tenant accepted the offer. The Tenant's evidence was clear and consistent. There is no dispute that there was no further communication between the parties about the laundry facilities. This leads me to believe that the parties understood that the issue of laundry facilities was resolved with the reimbursement the Landlord promised the Tenant.
7. While there is no written acceptance, I do not find this negates the parties' agreement. Section 202(1) of the *Residential Tenancies Act*, 2006 (the 'Act') provides that in making findings the Board shall ascertain the real substance of all transactions and activities relating to a rental unit and the good faith of the participants and in doing so may disregard the outward form of a transaction. As such, I find the lawful monthly rent to be \$2,500.00 and the N4 Notice is invalid as the rent charged is incorrect.
8. In the event I determine the N4 Notice to be invalid, the Landlord informed the Board that they did not want an order for arrears only and requested that the application be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 9, 2026
Date Issued

Vicky Liu
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.