



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

File Number: LTB-L-106853-25

In the matter of: 3, 586 SHIRLEY ST
CHELMSFORD ON P0M1L0

Between: THOMAS COONEY Landlord

And

AMANDA BLACKLOCK Tenant

THOMAS COONEY (the 'Landlord') applied for an order to terminate the tenancy and evict AMANDA BLACKLOCK (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 2, 2026. The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue – Validity of N4 Notice

1. The Landlord served the Tenant with a 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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent as stated in the N4 Notice is \$903.75. It is due on the 1st day of each month. However, it was undisputed that the lawful monthly rent was actually \$903.74. In addition, the second line in the rent table of the N4 Notice was not calculated properly and showed the Tenant owing seventy-five cents for the period of November 1 to November 30, 2025, when the amount for this period ought to have been zero.
4. As the Landlord failed to put the correct monthly rent and the correct total rent outstanding. I found the N4 Notice to be defective.
5. As the Board cannot terminate a tenancy based on a defective notice of termination, the Landlord was given the option of withdrawing the application or proceeding with the application for an order for arrears only. The Landlord chose the later.
6. Accordingly, the application proceeded based on the arrears portion only.

The Application

7. The Tenant has paid \$2,479.68 to the Landlord since the application was filed.
8. The rent arrears owing to March 31, 2026 are \$1,135.29.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Tenant disputed the total amount owing on the basis that she paid the rent for the month of October 2025. Specifically, she stated that she paid \$903.70 by e-transfer to the Landlord on October 2, 2025. A copy of the e-transfer confirmation was tendered as evidence. However, the payment did not actually go to the Landlord, and it is believed that the payment went someone else. In this regard, the documents tendered as evidence show that the amount, although sent to the correct email address for the Landlord, was auto deposited under a deferent person's name.
11. The Landlord stated that he was told that there was nothing that could be done by his bank because nothing actually went into his account and that the Tenant would have to try and resolve it through her bank. The Tenant stated that she filed a police report and her bank has opened a fraud claim and is investigating the matter.
12. This would account for the bulk of the arrears. With respect to the remaining arrears, the Tenant admitted that she was intentionally withholding the rest in relation to her claim that she was without power for 8 days.
13. The Tenant did not serve on the Landlord and file with the Board a list of issues that she intended to raise at the hearing and her corresponding evidence at least 7 days prior to the hearing as required by section 82 of the *Residential Tenancies Act, 2006* (the 'Act') and the Board's Rules of Procedure. As such, the Tenant's was not permitted to raise her issues regarding the power outage allegations.
14. In any event, the Tenant does not have the right to withhold the rent because the Tenant believes the Landlord has breached one of his obligations under the Act. The Tenant must follow the Board's process in making a claim against the Landlord and prove that claim as opposed to engaging in self-help remedies such as withholding the rent.
15. The Tenant requested dismissal of the Landlord's application and, in the alternative, some additional time to pay the arrears as she just started back to work and the issues with the respect to the October 2025 rent payment were unexpected and not within her control.
16. Based on the evidence and submissions provided, I do not find it appropriate in the circumstances to dismiss the Landlord's application. The situation with the Tenant's bank is unfortunate but the fact remains that the Landlord did not receive the payment for the October 2025 rent. In addition, the Tenant chose to withhold a portion of the rent for January 2026, without the right to do so under the Act.
17. That said, as the bulk of the arrears are due to what appears to be some sort of scam or fraud of the Tenant's bank account, I find some additional time beyond the standard 11 days to pay the arrears to be appropriate in the circumstances as I accept that this was an unexpected circumstance.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,135.29 for rent arrears owing to March 31, 2026 and costs.
2. The Tenant shall pay this amount in full on or before April 30, 2026. If the Tenant does not, the Tenant will start to owe interest. This will be simple interest, commencing May 1, 2026, at the rate of 4.00% per annum on the balance outstanding.

March 10, 2026

Date Issued

Rachel Gibbons

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.