



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

**File Number:** LTB-L-093353-25

**In the matter of:** 6, 5 NORTHCLIFFE BLVD  
TORONTO ON M6H3G9

**Between:** John Crone Landlord  
Samten Crone  
Timberwolf Properties LTD.

**And**

Ngozi Richardson Tenant

John Crone, Samten Crone and Timberwolf Properties LTD. (the 'Landlord') applied for an order requiring Ngozi Richardson (the 'Tenant') to pay the rent that the Tenant owes.

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

Only the Landlord John Crone and the Landlord's legal representative Dakota Austin Lake Kelly attended the hearing.

As of 1:24 p.m., the Tenant was not 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:**

*Preliminary Issue: N4 Notice*

1. Prior to the start of the hearing, I raised a preliminary issue with the Landlord's Legal Representative outlining that the N4 notice was void of outlining the period for which rent arrears were being claimed and the corresponding amounts of claim. And the ledger that was attached to the N4 notice provided inconsistent information; some rental periods were outlined as i.e. June 16 to July 15, 2025, August 16 to September 15, 2025 and for the month of October, 2025 the start of the rental period was outlined as October 15, 2025.
2. Further, the Landlord submitted in evidence a lease agreement as signed between the parties (DOC-7640710) which outlined the payment of rent due on the 1<sup>st</sup> day of each month. When asked, the Landlord said the parties made a verbal agreement sometime

after that rent was to be paid on the 15<sup>th</sup> day of each month based on the Tenant's request and ability to pay.

3. As such, I had made a determination that the N4 notice did not comply with s. 59(2) of the *Residential Tenancies Act, 2006* (the 'Act') and would have been confusing for the Tenant. The Landlord was invited to convert their application from one under s. 69 of the Act, to an application under s. 87(1) of the Act for consideration of arrears only, the Landlord agreed.
4. The hearing proceeded with the application for arrears only.

#### *L9 Application*

5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The Tenant did not pay the total rent they were required to pay for the period from May 15, 2025 to April 14, 2026.
7. I am aware through a prior interim order LTB-L-093353-25-IO dated January 27, 2026, that the parties disputed on what day rent is due and payable. "*The Landlord's Legal Representative states rent is due on the 15th of each month and the Tenant states that it is due on the 16th of each month,*" as outlined in paragraph 7.
8. However, as the Tenant was not in attendance at the hearing, I accept the Landlord's uncontested oral testimony that the lawful rent of \$2,000.00 is due on the 15th day of each month.
9. The Tenant has paid \$2,000.00 to the Landlord after the application was filed.
10. The rent arrears owing to April 14, 2026 are \$10,600.00.
11. 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 \$10,786.00. This amount includes rent arrears owing up to April 14, 2026 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before April 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 12, 2026 at 4.00% annually on the balance outstanding.

**March 31, 2026**  
**Date Issued**

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Alicia Johnson  
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.