



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

File Number: LTB-L-107668-25

In the matter of: 6, 31 BAYFIELD ST
Barrie ON L4M3A6

Between: Harbour Management Landlord

And

Josh Temple Tenant

Harbour Management (the 'Landlord') applied for an order to terminate the tenancy and evict Josh Temple (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 9, 2026. Only the Landlord's Legal Representative, Mckenzie Peddle, attended the hearing.

As of 9:44 a.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. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (the 'N4 Notice').
2. The total rent owing was not consistent throughout the N4 Notice. In this regard, the first page states the Tenant must pay \$6,675.44, by September 24, 2025, to void the notice. However, in the table of calculations on the second page of the notice it states that the total rent owing is only \$3,116.66.
3. Subsection 59 (2) of the *Residential Tenancies Act, 2006* (the 'Act') states that the notice must set out the amount of rent due and specify that the tenant may avoid termination of the tenancy by paying, on or before the termination date specified in the notice, the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment by the tenant.
4. In this case, the Landlord failed to set out the correct amount the Tenant was required to pay to void the N4 Notice. As such, the N4 Notice does not meet the requirements of the Act and is defective.

5. As the Board cannot terminate a tenancy based on a defective notice of termination, the Landlord's Legal Representative was given the option of withdrawing the application or proceeding with the application for an order for arrears only. The Landlord's Legal Representative chose the later.

Rent Arrears

6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$615.22. It is due on the 1st day of each month.
8. The Tenant has paid \$390.10 to the Landlord since the application was filed.
9. The rent arrears owing to March 31, 2026 are \$3,837.66.
10. The Landlord did not seek reimbursement of the \$186.00 filing fee.
11. The Landlord's Legal Representative requested that the arrears be paid in installments, with a minimum payment of \$150.00 per month and that the arrears be paid in full within 15 months. Provided that the Tenant makes the minimum payments and pays the arrears off in full within 15 months, no interest will accrue on the arrears.
12. I found the plan proposed by the Landlord's Legal Representative to be reasonable in the circumstances. The Tenant did not attend the hearing to dispute the amount owing or to request a different period of time in which to pay the arrears in full.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,837.66 for arrears and rent owing up to and including March 31, 2026.
2. The Tenant shall pay the amount owing under paragraph 1 of this order within 15 months from the date of this order, and by no later than July 2, 2027. The Tenant shall make minimum monthly payments of \$150.00 per month, on before the 1st day of each month, for the period of May 1, 2026 to June 1, 2027. If the Tenant does not make the minimum payments during the aforesaid period or does not pay the total amount owing by July 2, 2027, interest will start to accrue, at the rate of 4.00% annually on the balance outstanding, commencing the first date of default.

April 2, 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.