



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

File Number: LTB-L-001951-26

In the matter of: 1204, 222 NONQUON RD
OSHAWA ON L1G3S6

Between: Bedford Properties & Estates Ltd. Landlord

And

David Robinson Tenants
Tina Rettka

Bedford Properties & Estates Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict David Robinson and Tina Rettka (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

A hearing was held by videoconference on March 24, 2026.

Only the Landlord's Representative, Sharon Harris, and the first named Tenant, David Robinson ("DR"), attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The Tenants paid the Landlord all the rent that was in arrears up to March 31, 2026.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. DR testified that the Tenants should not have to have to pay the Landlord's filing fee because the application was unnecessary and the Tenants always pay the rent in full and on time. DR testified that the Landlord takes too long to record or cash the Tenants' cheques.

6. The Landlord's Representative provided a ledger that indicated that the Tenants were in arrears when the application was filed. The Landlord's Representative provided that the dates on the ledger indicate the dates when the cheques are received by the Landlord.
7. DR testified that Landlord's ledger was inaccurate and the dates noted on the ledger are not the dates the Tenants provided the cheques to the Landlord. For example, the December 11, 2025, DR testified that the cheque was provided to the Landlord on December 3, 2025.
8. In light of DR's own testimony, I am not persuaded that the Tenants do pay the rent in full and on time. DR acknowledged that the rent is due on the 1st of each month, paying on the 3rd is not on time.
9. Therefore, I accept the Landlord's ledger as an accurate reflection of the Tenants' account on the date the application was filed. If the Tenants were not in arrears, the Landlord would not have had to file the application. Ultimately, it is the responsibility of the Tenant to pay the lawful rent each month to the Landlord in full and on time. If this does not happen, the Landlord may enforce their legal rights by way of filing an application, which is what they did in this case. Therefore, the Tenant shall pay the application fee to the Landlord.
10. The only amount owing is the Landlord's cost of filing the application. As a result, the order will be limited to costs only.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.

It is ordered that:

1. The Tenants shall pay to the Landlord \$186.00, for the cost of filing the application.
2. If the Tenants do not pay the Landlord the full amount owing on or before April 18, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 19, 2026, at 4.00% annually on the balance outstanding.

April 7, 2026
Date Issued

Nicole Pedron
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.