



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-001505-26

In the matter of: 322 Fifteenth Avenue
COCHRANE ON P0L1C0

Between: Cochrane District Services Board Landlord

And

Michelle Cyr Tenant

Cochrane District Services Board (the 'Landlord') applied for an order to terminate the tenancy and evict Michelle Cyr (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 12, 2026.

Only the Landlord's agent, Lindsay St. Jacques attended the hearing.

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.

Preliminary issue – is the N4 Notice Defective?

1. At the hearing, a flaw was noted in the N4 notice of termination, specifically that the notice did not clearly indicate the total amount of arrears owing.
2. The Landlord was invited to make submissions on whether that defect was fatal to the notice of termination. The Landlord's agent acknowledged that the N4 is incorrect but submitted that the error is purely clerical. The Landlord submitted that in this case, although the total arrears may not have been clearly stated on the N4, the evidence shows that the Tenant received regular monthly correspondence from the Landlord outlining the arrears.
3. For the reasons that follow, I find that these defects are not fatal to the N4. Subsection 212(1) of the *Residential Tenancies Act, 2006* (the "Act"), "Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient".

4. In this case, although the total arrears may not have been clearly stated on the N4, the evidence shows that the Tenant received regular monthly correspondence from the Landlord outlining the arrears.
5. The Tenant's partial payments toward the arrears further demonstrate that the Tenant understood both the existence and extent of the rent owing.
6. Based on the submissions of the Landlord's Agent, I find the N4 notice is in substantial compliance with the Act, despite not indicating the total amount of arrears owing. I find there can be no reasonable confusion as to the subject matter of the notice. The amount of arrears contained in the N4 notice is correct and uncontested by the Tenant.

Determinations:

7. The Landlord served the Tenant with a valid 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$981.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$32.25. This amount is calculated as follows: \$981.00 x 12, divided by 365 days.
11. The Tenant has paid \$4,005.00 to the Landlord since the application was filed.
12. The rent arrears owing to March 31, 2026, are \$339.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

Relief from Eviction

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
16. The rental unit is part of a rent-geared-to-income housing program. The Tenant has resided in the unit since 2016. The Landlord's agent testified that the Tenant lost their rent subsidy and, as of August 1, 2025, became responsible for paying market rent in the amount of \$981.00 per month.
17. The Tenant is currently in receipt of Ontario Works, which does not cover the full market rent amount. The Landlord made multiple attempts to engage the Tenant in a repayment plan, including sending monthly notices, attempting phone calls, knocking on the door, and sending emails. These efforts were unsuccessful, as the Tenant did not respond.

18. There is no evidence before the Board of any viable payment plan or proposal from the Tenant to address the arrears. While the length of the tenancy is a relevant factor, I find that the loss of subsidy, combined with the Tenant's current financial circumstances, significantly impairs the Tenant's ability to pay ongoing rent at the market rate and to repay the arrears.
19. I find that the Landlord made reasonable efforts to mitigate the situation and to work with the Tenant, but those efforts were unsuccessful due to lack of engagement from the Tenant.
20. The Tenant did not attend the hearing and provided no evidence or further information for the Board to consider. In the absence of any evidence from the Tenant, there are no circumstances that would justify refusing or delaying the eviction.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$1,506.00 if the payment is made on or before April 19, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 19, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 19, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$69.00. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$32.25 per day for compensation for the use of the unit starting March 13, 2026, until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before April 19, 2026, then starting April 20, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 20, 2026.

April 8, 2026
Date Issued

Nathan Korenberg
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 20, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 19, 2026

Rent Owing To April 30, 2026	\$5,325.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,005.00
Total the Tenant must pay to continue the tenancy	\$1,506.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$3,750.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,005.00
Total amount owing to the Landlord	\$(69.00)
Plus daily compensation owing for each day of occupation starting March 13, 2026	\$32.25 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	