



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

File Number: LTB-L-004247-26

In the matter of: 1001, 2645 BATTLEFORD RD
MISSISSAUGA ON L5N3R8

Between: BCIMC Realty Corporation c/o Quadreal Landlord
Residential Properties G.P. Inc.

And

Christoper Meller Tenant

BCIMC Realty Corporation c/o Quadreal Residential Properties G.P. Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Christoper Meller (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

A hearing was held by videoconference on March 31, 2026.

The Landlord's Agent, Cristina Marinescu, the Landlord's Representative, Faith McGregor, and the Tenant, Christopher Meller, attended the hearing.

Agreed Facts:

1. The parties agreed to remove Keili Meller as a party to this application.

Preliminary Issues:

1. The Tenant raised the following issues with the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice): 1) the N4 served on the Tenant is different from the one submitted to the LTB, and 2) the amounts claimed on the L1 application are incorrect.
2. The Tenant testified that the N4 served on him names only Christoper Meller as the Tenant whereas the N4 submitted to the LTB names both Christoper Meller and Keili Meller as Tenants. The one served on only him is dated September 17, 2025, with a termination date of October 8, 2025, whereas the one on Tribunals Ontario Portal is dated September 16, 2025 with a date of termination October 7, 2025.

3. It is the Landlord's position that they served both N4's on the Tenant. The Landlord's Agent testified that she served the rental unit with the N4 which named both tenants on September 16, 2025, as per the Certificate of Service. The Landlord's Agent then realized that the Landlord's system does not have Keili Meller listed as a Tenant, so she served a new one on just the Tenant the very next day.
4. When the Landlord filed the L1 application, they consulted the lease agreement and filed the one with both names on it. Given the amendment on consent to remove Keili Meller's name from the application, I am satisfied that the Landlord served a valid N4 notice on the Tenant and the Tenant has paid off all the rent arrears and only owes the filing fee.
5. The other issue raised by the Tenant pertains to NSF charges being claimed on the L1 application. The Tenant claims to have paid the Landlord \$25.00 for NSF charges whereas it is the Landlord's position that they do not apply NSF charges to the account until the LTB grants the amount of NSF. It may be reflected on the ledger, but any payment made by the Tenant is applied towards rent.
6. After reconciling the ledger provided by the Landlord, I find that the Tenant paid the \$25.00 as NSF charges and he has paid off all the rent that was in arrears. The Tenant only owes the filing fee of \$186.00 as of the hearing date. I would deduct the \$25.00 paid by the Tenant towards NSF charges since the Tenant has a pre-authorized debit agreement (PAD) with the Landlord and the Landlord did not incur any charges related to it.

Determinations:

1. The Tenant paid the Landlord all the rent that was in arrears up to March 31, 2026.
2. The only amount owing is the Landlord's partial cost of filing the application in the amount of \$161.00.
3. The Landlord seeks a standard order as the Tenant has failed to pay the entire amount of costs to discontinue the application under section 74(2) of the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant testified that he would be willing to pay off the balance the same day.
4. Even if the Tenant has not discontinued the application under s.74(2), they have paid off all the rent in arrears. I do not find that a termination of tenancy is appropriate for only the costs that the Tenant owes to the Landlord. The Landlord asserts new rent would come due the day after the hearing which would be a substantial amount, but I do not find that future rent should be considered as a reason to terminate the tenancy. As a result, the order will be limited to costs only.
5. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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 Tenant shall pay to the Landlord \$161.00 for the cost of filing the application.

2. If the Tenant does not pay the Landlord the full amount owing on or before April 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 21, 2026, at 4.00% annually on the balance outstanding.

April 9, 2026
Date Issued

Sheena Brar
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.