



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

File Number: LTB-L-007453-26

In the matter of: 106, 82 MUNROE ST
COBOURG ON K9A1C1

Between: 82 Munroe Inc. Landlord

And

Melissa Fitton Tenant

82 Munroe Inc. (the 'Landlord') applied for an order requiring Melissa Fitton (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on April 1, 2026.

The Landlord's Agent, Jason Mercier, the Tenant's Representative, Angad Singh, and the Tenant, Melissa Fitton, attended the hearing.

Determinations:

1. The Landlord served the Tenant with a N4 notice on January 8, 2026, via email deemed served the same day. The date of termination on the N4 notice is January 15, 2026.
2. Section 59 of the *Residential Tenancies Act, 2006* (the 'Act') states:

59 (1) If a tenant fails to pay rent lawfully owing under a tenancy agreement, the landlord may give the tenant notice of termination of the tenancy effective not earlier than,

(a) the 7th day after the notice is given, in the case of a daily or weekly tenancy; and

(b) **the 14th day after the notice is given**, in all other cases.

[Emphasis added]

(2) The notice of termination shall set out the amount of rent due and shall specify that the tenant may avoid the 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.

3. Based on the evidence before me I find that the Landlord did not serve a valid N4 notice on the Tenants for a monthly tenancy. The N4 does not give the Tenants the required 14-days notice pursuant to s.59(1)(b) of the Act. With a defective N4 notice, the Landlord cannot proceed with the portion of the application seeking termination of the tenancy. However, the Act permits the Landlord to seek an order for rent owing, which the Landlord requested.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The Tenant did not pay the total rent they were required to pay for the period from January 1, 2026, to April 30, 2026.
6. The lawful rent is \$2,144.10. It is due on the 1st day of each month.
7. The Tenant has not made any payments since the application was filed.
8. The parties agree that the rent arrears owing to April 30, 2026, are \$8,444.10.
9. 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 \$8,630.10. This amount includes rent arrears owing up to April 30, 2026, and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before April 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 26, 2026, at 4.00% annually on the balance outstanding.

April 14, 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.