



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-095869-25

In the matter of: 181 Pine Street
Garson ON P3L1A8

Between: Shawn Rossi Landlord
5010889 Ontario Inc

And

Sarah Lepage
Former Tenant

Shawn Rossi and 5010889 Ontario Inc (the 'Landlord') applied for an order requiring (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on March 10, 2026.

The Landlord and the Former Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. Board records indicate the Landlord file an application with the Board on October 28, 2025. The application allegations claim the Former Tenant owes rent arrears in the amount of \$10,900.00 from February 1, 2024 to August 1, 2025.
3. I informed the Landlord that his ledger in the application indicates arrears of rent starting and ending on the first of each month.
4. The Landlord stated that it was a clerical error and he was seeking arrears up to August 31, 2025 under section 88 of the *Residential Tenancies Act*, 2006 (the "Act") as the Former Tenant did not provide proper notice.
5. The Former Tenant testified that the Landlord is seeking arrears of rent prior to the Former Tenant taking possession of the rental unit. The Former Tenant stated she moved in on March 11, 2024 and the Landlord provided her a credit for the 11 days of March 2024.
6. The Landlord does not dispute the Former Tenant's claims and stated the rental unit was undergoing renovations for the Former Tenant to take possession.

7. The Former Tenant also stated that the Landlord's ledger entered into evidence was inaccurate and accounted for a first and last month's deposit which the Landlord failed to identify in the application.
8. The Landlord stated that he is willing to amend the application to remove the month of February 2024 and August 31, 2025 however was unable to provide an exact amount of arrears he was claiming the Former Tenant owed.

Analysis

9. The onus rests with the applicant, in this case the Landlord to provide sufficient evidence to support his claim the Former Tenant owes rent arrears in accordance with the tenancy agreement and lawful rent.
10. The requirement for adequate particulars required within any notices of termination or as is in this case Board applications, has long been established by case law. The leading case regarding the requirement for sufficient reasons and details is *Ball v. Metro Capital Property, [2002] O.J. No. 5931*. This case stands for the proposition that the kinds of particulars that should be contained in a notice should include "dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant". The Court held that the tenant needs to know the specific allegations against him/her for three purposes:
 - a. to know the case that must be met;
 - b. to decide whether to dispute the allegations; or
 - c. to consider whether to void the notice.
11. Although the decision in *Ball v Metro* applies to a Landlord's N5 notice, I note that the same level of details like dates and times of incidents and amounts the Landlord is seeking is required in a Landlord's L10 application in order for the Former Tenant to know the case to be met.
12. Section 87 of the Act states:

Application for arrears of rent

87 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay arrears of rent if,

(a) the tenant or former tenant did not pay rent lawfully required under the tenancy agreement; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 18 (1) of Schedule 4 to the Protecting Tenants and Strengthening Community Housing Act, 2020 comes into force. 2020, c. 16, Sched. 4, s. 18 (1).

[emphasis added]

13. The Landlord provided shifting and inconsistent testimony regarding the details of the tenancy agreement and amount of rent arrears being claimed. The Landlord's application indicates the Landlord is seeking arrears of rent for February 2024, but later acknowledged the Former Tenant's position she moved in on March 11, 2024.
14. The Landlord requested to amend the application several times during the hearing requesting to change the ledger dates for the period owing.
15. The Landlord was unable to provide a specific amount the Former Tenant owed under the tenancy agreement making reference to payments that may not be in the ledger.
16. For procedural fairness, *Ball v. Metro Capital* and Board applications require applicants to be the ones to provide sufficient details for the claims that are being made or in this case the exact amount of rent the Landlord believes is owed. Only then can the respondent fairly have a chance to respond to the claims of the rent arrears being claimed.
17. With the totality of the evidence and submissions before me I find for all the reasons above the Landlord has not met the requirements to prove the allegations in the application.
18. Therefore, the Landlord's application is dismissed.
19. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Landlord's application is dismissed.

April 10, 2026
Date Issued

Greg Brocanier
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.