



Order under Section 69 Residential Tenancies Act, 2006

Citation: McLeod v Wesley, 2026 ONLTB 30735

Date: 2026-04-17

File Number: LTB-L-073980-25

In the matter of: 1, 201 SHERMAN AVENUE NORTH
HAMILTON ON L8L6M8

Between: Raymond McLeod Landlord

And

Shelley Wesley Tenant

Raymond McLeod (the 'Landlord') applied for an order to terminate the tenancy and evict Shelley Wesley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 13, 2026.

The Landlord, the Landlord's support person, Tshi Mentore, and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$750.00. It is due on the 1st day of each month.
4. The Tenant has not made any payments since the application was filed.
5. The parties agreed that the rent arrears owing to April 30, 2026 are \$8,250.00.
6. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.

Section 82 Issues

8. In response to the Landlord's application about rent arrears, she raised 3 issues pursuant to section 82 of the Act. The Tenant's list of issues included the following allegations:
 - a) Lack of Repairs beginning July 5, 2024;
 - b) Landlord refused to accept the rent in June 2025; and
 - c) The Landlord harassed the Tenant by beating on her rental unit door with a tool on April 3, 2025.

Preliminary Issue – Adequacy of Details for “Lack of Repairs” Allegation

9. I raised a preliminary issue relative to the Tenant's allegation about a “lack of repairs”. The entirety of the description relative to this allegation is: “Lack of Repairs; See Photos”.
10. When a party commences an application before the LTB, the application must contain details that are sufficient for the other side to know the case to be met. These details should include dates and times together with a detailed description of the alleged offensive conduct: *Ball v. Metro Capital Property*, [2002] OJ No 5931, paras 10 & 12; *Tugui v. Miltowne Creek Investments Inc.*, 2021 CanLII 146888 (ON LTB).
11. When a tenant raises issues under section 82 of the Act in response to an application about rent arrears, the tenant is making allegations that the Landlord breached the *Residential Tenancies Act, 2006* (the ‘Act’), and is seeking a remedy as a result of the alleged breach. This is akin to a tenant application, and requires this same degree of detail to be included in the written description of issues the tenant intends to raise that the tenant is required to serve and file: see s. 82, *Residential Tenancies Act, 2006*; rr. 19.4-19.5, *LTB Rules of Procedure*.
12. While the Tenant included a date, there are no details as to exactly what it is that she is alleging relative to this issue. The Tenant submitted that the details would be evident on review of the filed evidence, and that the Landlord would know the issues because she has requested repairs. This, however, does not cure the lack of detail in the list of issues itself. An application or description of issues under section 82 of the Act must contain the detailed description. The Landlord cannot be expected or required to sift through the evidence filed to try to ascertain what the Tenant is alleging, or to try to ascertain what the allegations are based on the Tenant's past maintenance requests. The detailed allegation(s) must be explicitly made in an application or description of issues.
13. The Tenant's section 82 issue about a “lack of repairs” is dismissed because it does not contain particulars sufficient for the Landlord to know the case to be met.

Refusal to Accept Rent and Harassment

14. I heard evidence and submissions about the other allegations made by the Tenant in her list of issues raised under section 82 of the Act.

15. Since the Tenant is making the allegations under section 82 of the Act, and this is akin to the Tenant filing a tenant application, the Tenant bears the burden of proof relative to these allegations.
16. To prove something on a balance of probabilities, one must present sufficient clear, convincing, and cogent evidence to establish that it is more likely than not that something happened or a fact is true: *FH v. McDougall*, 2008 SCC 53 (CanLII), paras 44-46.

Harassment

17. The Tenant said that she wakes up at about 3:45 a.m. to take her dogs out, and at the relevant time would leave her unit between 5:20 -5:30 a.m. to go to the bus stop to get to work.
18. She said that on Thursday, April 3, 2025, after she left for work, the Landlord began beating on her door with some kind of tool. The next day, the Tenant noticed numerous small dents on her unit door (photo at DOC-6770688, attachment "10000003740.png").
19. The Tenant said that one of her neighbours told her that she saw the Landlord come down and heard banging and the Tenant's dog barking. This neighbour was not present at the hearing to give evidence. This evidence is therefore given little weight because it amounts to hearsay evidence. The statement made by the neighbour was not given under oath or affirmation and her evidence could not be tested on cross-examination: *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083 (CanLII), paras 29-31.
20. This evidence also does not satisfy the principles of necessity and reliability. It does not satisfy the requirement of necessity because I am not satisfied there was no other way to get this evidence before the LTB. The witness could have been summonsed, but neither party requested a summons. It also does not satisfy the reliability requirement because I am not satisfied the truth of the evidence can be tested without contemporaneous cross-examination, and I am not satisfied that there is no concern about the truth of the statement because of the circumstances in which it was made: *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083 (CanLII), para 31.
21. The Tenant also said that the Landlord's daughter, who lives in Toronto, attended the residential complex, and when the Tenant told her what happened, the Landlord's daughter said that it is the Landlord's house and he can do what he wants. While this statement is not legally correct, the Landlord's daughter did not witness the Landlord engaging in the alleged conduct, and was not present at the hearing to give evidence. Even if I accept that the Landlord's daughter made this statement, this does not mean that the Landlord actually banged on the Tenant's door with a tool.
22. The Tenant said that the Landlord made a similar comment. She said she believes the Landlord admitted to this conduct because he also said that it is his house and he can do what he wants when the Tenant confronted him. The Landlord denied banging on the door with a tool, as alleged, and denied admitting to doing so. He said the Tenant's dog had been barking for several hours that morning, and he knocked on the door, but did not damage it or leave any marks on it. No one answered the door, and the Landlord said the Tenant's son attended later in the day and was knocking on the door, suggesting that maybe the Tenant's son caused the damage.

23. The Tenant also said she called the police when she noticed the damage to her door, but the Tenant did not present a copy of a police report and no police officer attended to speak to any investigation or the results thereof. The Landlord acknowledged police attended and spoke with him, but took no action relative to the Tenant's allegation.
24. The Tenant has not presented sufficient clear, convincing, and cogent evidence to prove on a balance of probabilities that the Landlord engaged in the conduct alleged. The only person present at the hearing with direct knowledge of whether the Landlord engaged in this conduct was the Landlord himself, who denied it. His evidence on this point was consistent and not moved on cross-examination.
25. The Tenant did not witness the incident, the hearsay evidence presented is not sufficiently cogent or reliable to prove her allegation, nor is the fact that she called the police. The Tenant's evidence that the Landlord admitted to engaging in this conduct was not supported by contemporaneous documentary, video, or audio evidence. On the evidence before me, I cannot determine that the Landlord banged on the Tenant's door on April 3, 2025 with a tool, causing damage to the door.
26. The Tenant's section 82 issue alleging harassment is dismissed.

Refusal to Accept Rent

27. The Tenant said that she has never refused to pay the rent, and in fact it is the Landlord who refused to accept her rent payments. The Tenant said that in April 2025, the Landlord came to her and said that his other tenants wanted her unit, because theirs was too small. The Tenant said that after this, in late July 2025, the Landlord sent her a text message saying he did not want her rent, and wanted her to leave (DOC-6770688, attachment 10000003732).
28. She also acknowledged, however, that on about January 4, 2026, the Landlord put a letter in her mailbox asking for money, but said he was not requesting rent, he was requesting money for the electricity bill.
29. The Tenant pays her rent in cash.
30. The Landlord denied refusing to accept the Tenant's rent. He said that on several occasions, the Tenant called him to come get the rent, so he knocked on her door but he only hear the dogs barking, and the Tenant did not answer the door. He said that after the third time this happened, he sent her the text message saying he did not want the rent and wanted her to leave.
31. I accept the Tenant's evidence that on one occasion, in late July 2025, the Landlord refused to accept a rent payment from the Tenant. This was supported by a copy of a text message from the Landlord stating just that. The Landlord knew about the Tenant's allegation on this point, and if there was more context to this text message exchange, he could have presented other text messages, but did not.
32. However, I also find that in January 2026, the Landlord asked the Tenant to pay the rent. He may have included in his communication that he needed money to pay the electricity

bill, but the Tenant's rent, at least in part, would be used to pay electricity bills. This does not mean the Landlord was requesting money for something other than rent.

33. There was no cogent evidence presented of any other refusal by the Landlord.
34. The Landlord's refusal to accept rent in July 2025 substantially interfered with the Tenant's reasonable enjoyment of the rental unit for all usual purposes. Given that non-payment of rent can be, and was, used by the Landlord as grounds for a notice of termination of the tenancy, this more than a mere annoyance or trivial incident on the standard of the reasonable tenant in similar circumstances: see *TST-55210-14*, 2014 CanLII 58631 (ON LTB), para 32.
35. The Tenant sought a rent abatement amounting to 15% of the arrears owing. This claim is excessive in the context of a single incident in July 2025. I find that a reasonable rent abatement to compensate the Tenant for this isolated incident that substantially interfered with her reasonable enjoyment is a 5% abatement for the month of July 2025, when the incident occurred.
36. This is both because it was a single incident, and there was nothing preventing the Tenant from setting the rent money aside so that she would be able to void any N4 notice of termination or any rent arrears order issued by the LTB.
37. The rent was \$750.00. at the time, so the Tenant is entitled to a rent abatement of \$37.50 ($\$750.00 \times 5\%$).
38. As noted above, the Tenant owes the Landlord \$8,451.00 (\$8,250.00 for rent arrears plus \$201.00 for the application filing fee). The rent abatement reduces the amount owing to \$8,413.50.

Relief from Eviction

39. The Tenant explained that she is presently off work due to a medical issue, for which she will undergo surgery. While she hopes to return to work in September or October 2026, her income is presently approximately \$630.00 bi-weekly, from Employment Insurance. Prior to the Tenant returning to work, the Tenant's income may increase if and when her application for short-term Ontario Disability Support Program benefits is approved.
40. The Tenant's monthly expenses are modest, and amount to approximately \$377.00 in addition to the monthly rent of \$750.00. This leaves a monthly surplus of about \$133.00 per month. The Tenant said that she presently has \$1,000.00 saved that she can pay immediately toward the rent arrears.
41. The Tenant also explained that her medical issue, which is a missing bone in her hip, would make it extremely difficult to move in the near future.
42. The Landlord explained that the non-payment of rent has made it difficult for him to pay the mortgage on the property, and he has struggled to buy food.
43. The residential complex is a 4-bedroom house, and both the Landlord and the Tenant live there. The rental unit is not exempt from the Act because the Tenant is not required to share a kitchen or a bathroom with the Landlord.

44. In their final submissions, both parties requested that a payment plan be implemented. The Landlord's submission was that the Tenant should be required to pay an amount she can afford each month, in addition to the rent.
45. The Tenant said she can afford to pay \$100.00 by the 15th day of each month, in addition to paying the monthly rent by the first day of each month. As noted above, she also said she has \$1,000.00 presently that she can pay to the Landlord immediately toward the rent arrears.
46. Given the parties' submissions, and in consideration of their respective evidence about their circumstances, I find it appropriate to order the implementation of a payment plan. The lawful month rent is \$750.00, and the Tenant is required to pay the rent in full and on time by the first day of each month beginning May 1, 2026, and for the duration of the payment plan. She is also required to pay \$1,000.00 toward the rent arrears on or before May 1, 2026. The Tenant is also required to pay \$100.00 toward the rent arrears on or before the 15th day of each month, beginning on May 15, 2026, as set out below, until the arrears are paid in full.
47. As stated at the hearing, the required payments toward the arrears in this order are minimums and deadlines. Since the Tenant anticipates that her income will increase moving forward, the Tenant may pay amounts early, and may pay amounts that are higher than the required amounts, if she wants to pay her arrears off earlier.
48. This payment plan will be subject to section 78 of the Act, but the Landlord must not refuse any rent or arrears payment from the Tenant.
49. 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 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 \$8,413.50. This amount includes rent arrears owing up to April 30, 2026 and the cost of filing the application, less the rent abatement the Tenant is entitled to.
2. The Tenant shall pay the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$1,000.00 on or before May 1, 2026;
 - b) \$100.00 on or before the 15th day of each month for 74 consecutive months, beginning on May 15, 2026 up to and including June 15, 2032; and
 - c) \$13.50 on or before July 15, 2032.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May 1, 2026 to July 30, 2032, or until the arrears are paid in full, whichever date is earliest.

4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after April 30, 2026.

April 17, 2026
Date Issued

Mark Melchers
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.