



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

**Citation:** Bodi-Brown v Decaire, 2026 ONLTB 32949

**Date:** 2026-04-23

**File Number:** LTB-L-007838-26

**In the matter of:** 440 FRYER ST  
KINGSVILLE ON N9V2M1

**Between:** Contessa Bodi-Brown Landlords  
Joshua Campbell

**And**

Melissa Decaire Tenants  
Andre Poirer

Contessa Bodi-Brown and Joshua Campbell (the 'Landlords') applied for an order to terminate the tenancy and evict Melissa Decaire and Andre Poirer (the 'Tenants') because the Tenant did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 26, 2026.

The Landlords' Legal Representative Christine Joy, the Landlords' Agent Stacy Meloche and the Tenant Melissa Decaire attended the hearing.

Any references to Tenant in the singular refer to Melissa Decaire

### **Determinations:**

#### Preliminary Issue: Service of the N4 Notice of Termination

1. At the commencement of the hearing the Tenants raised a preliminary issue regarding service of the N4 Notice of Termination claiming it was not served properly on the Tenants.
2. The N4 Notice of Termination was served on the Tenants via email to the email address indicated in the lease agreement for service of documents on the Tenants.
3. The Tenant states that the Landlords were aware that the Tenants had changed their email address prior to service of the N4 Notice of Termination. The Landlords dispute this allegation indicating that the Tenants had responded to messages sent to the email address contained in the tenancy agreement as recently as December, 2025.

4. The Tenant confirmed that at no time prior to being served the N4 Notice of Termination via email did the Tenants advise the Landlords that they wished to change their email address.
5. Based on the information before me I am satisfied that the Landlord had properly served the N4 Notice of Termination on the Tenants to the email address that the Tenants had previously consented to receive notices.

Preliminary Issue: Change of Payment date

6. At the commencement of the hearing the Tenants raised a secondary preliminary issue regarding the payment date of rent contained in the N4 Notice of Termination.
7. The N4 Notice of Termination contained a rental period commencing on the 8th day of each month pursuant to the tenancy agreement.
8. The Tenant testified and provided correspondence between the Landlords and herself from June, 2025 wherein the Landlords had agreed to permit payment of rent on the 20<sup>th</sup> day of the month.
9. The Tenants assert that the N4 Notice of Termination should be invalid for containing the incorrect rental period.
10. Section 59(2) of the *Residential Tenancies Act, 2006* (the 'Act') states:

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.

11. There was nothing in the N4 Notice of Termination that would have been confusing to the Tenants as they were aware of the original date that rental payments were due. Additionally no payments were made by the Tenants on the 20<sup>th</sup> of the month that would have voided the N4 Notice of Termination or affected any alleged rental arrears contained on the N4 Notice of Termination. As such the N4 Notice of Termination served on the Tenants is substantially compliant and not invalid. There is no prejudice to the Tenants.

L1 Application

12. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
13. As of the hearing date, the Tenants were still in possession of the rental unit.
14. The lawful rent is \$2,400.00. It is due on the 8th day of each month.

15. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
16. The Tenants have paid \$2,400.00 to the Landlords since the application was filed.
17. The rent arrears owing to April 7, 2026 are \$4,800.00.
18. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. There is no last month's rent deposit.
20. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
21. The Tenants sought to maintain the tenancy and proposed a payment plan of \$415.50 per month over a period of 12 months to repay the arrears owing in addition to the monthly rent as it comes due and payable. The Tenant's monthly income is approximately \$8,000.00 and based on their expenses the proposed payment plan is viable.
22. The Tenants have resided in the rental unit since August 8, 2024 with their five school aged children.
23. The Landlord has concerns that the Tenants will honour a payment plan as the Tenants have only made two rental payments to the Landlord in the past 10 months, and the arrears sought would have been larger but a large portion of arrears were lost when the Tenants' declared bankruptcy.
24. The Tenants provided financial information for the Board's consideration. Based on the Tenants' income and expenses, I am satisfied the Tenants have the ability to adhere to a repayment plan. Therefore, the Tenants' request for a repayment is granted. This preserves the tenancy and minimizes prejudice to the Landlords as if the Tenants do not comply with the order, the Landlords will have the security of section 78 of the Act and may bring an application to terminate the tenancy without further notice to the Tenants.

**It is ordered that:**

1. The Tenants shall pay to the Landlords \$4,986.00 for arrears of rent up to April 7, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

| Payment Date               | Payment Amount |
|----------------------------|----------------|
| On or before May 20, 2026  | \$415.50       |
| On or before June 20, 2026 | \$415.50       |
| On or before July 20, 2026 | \$415.50       |

|                                 |                   |
|---------------------------------|-------------------|
| On or before August 20, 2026    | \$415.50          |
| On or before September 20, 2026 | \$415.50          |
| On or before October 20, 2026   | \$415.50          |
| On or before November 20, 2026  | \$415.50          |
| On or before December 20, 2026  | \$415.50          |
| On or before January 20, 2027   | \$415.50          |
| On or before February 20, 2027  | \$415.50          |
| On or before March 20, 2027     | \$415.50          |
| On or before April 20, 2027     | \$415.50          |
| <b>TOTAL</b>                    | <b>\$4,986.00</b> |

3. The Tenants shall pay to the Landlords the monthly rent for the month of April 2026 by May 1, 2026, if not previously paid.
4. The Tenants shall also pay to the Landlords new rent in full on or before the 20<sup>th</sup> day of each month for the period of May, 2026 to April, 2027 or until the arrears are paid in full, whichever date is earliest.
5. If the Tenants fail 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 Tenants to the Landlords pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, 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 Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after April 7, 2026.

**April 23, 2026**  
**Date Issued**

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 Sean Ramage  
 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.