



Order under Section 69 / 88.2 / 89 Residential Tenancies Act, 2006

Citation: Hunt v Karr, 2026 ONLTB 32974

Date: 2026-04-23

File Number: LTB-L-024618-26

In the matter of: Main Level, 15 Denistoun
Welland ON L3C1T5

Between: Samantha Hunt Landlord

And

Archer Karr Tenants
Jodie Lea Powell

Samantha Hunt and 252880 Ontario Inc (the 'Landlords') applied for an order to terminate the tenancy and evict Archer Karr and Jodie Lea Powell (the 'Tenant') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenants or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex involving the production of an illegal drug, the trafficking in an illegal drug or the possession of an illegal drug for the purposes of trafficking;
- the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building;

- the Tenants have been persistently late in paying the Tenants' rent.

The Landlords also applied for an order to terminate the tenancy and evict the Tenants because the Tenants failed to pay the rent that the Tenants owe.

This application was heard by videoconference on April 21, 2026.

The Landlord, the Tenants and the Tenants' legal representative, J. Travers, attended the hearing. The Landlord's son, J. Wade-Hunt also attended the hearing.

Determinations:

Validly Named Landlord:

1. There is no written lease between the parties. It is undisputed that the Tenants have been living in the rental unit since February 2025. The Landlord said that there is a written lease that the Tenants refuse to sign. There was no evidence that the Landlord's written lease had been uploaded to the Board's portal, nor that it had been disclosed as evidence to the Tenants.
2. When questioned at the hearing, S. Hunt said that she was the person who had permitted the original entry to the rental unit, and it was she who had given the keys to the Tenants. The Tenants' legal representative said that the only registered owner of the residential complex is SH. SH was unable to explain why she had included the numbered company as named Landlord on the application.
3. Consequently, I find that the only validly named Landlord is Samantha Hunt, the numbered company is excluded as a named Landlord, and the application has been accordingly amended.

Service of the Notices:

4. I find that the notices of termination were neither served with a valid means of service, nor were any of the notices of termination served within the valid period of notice as required by the *Residential Tenancies Act, 2006* (the 'Act'). I say this for the reasons that follow.
5. The only certificate of service uploaded to the portal with the application, as required by Rule 3.8 of the Board's *Rules of Procedure*, states that all the underlying notices, the N4, N5, N6, N7 and N8, were served by email. This is not a valid method of service pursuant to Rule 3.1 of the Board's Rules of Procedure, unless, pursuant to Rule 3.1(h) "the person or party receiving it has consented in writing to service by email".
6. The Landlord submits that the Tenants acknowledged her notices of termination, and the parties always communicated by email. However, I find that acknowledgement of reception of a notice, as well as default habitual communication by email between the parties does not constitute *consent* "in writing to service by email".

7. Additionally, even had email been an acceptable method of service, none of the notices of termination (but one, the N6) were served within the correct time limitation. The certificate of service stated that the N4, N5, N6, N7, and N8 were all sent by email on March 18, 2026,
 - (a) The N4 termination date was March 26, 2026, which was only 8 days after service, rather than the 14 days required by subsection 59(1)(b) of the Act,
 - (b) There was no first N5 notice of termination uploaded to the portal, and the second N5 termination date was March 14, 2026, which is four days prior to service of it,
 - (c) The N7 termination date was March 26, 2026, which was only 8 days after service, rather than the minimum 10 days required by subsection 66(2) of the Act.
 - (d) The N8 termination date was April 30, 2026, which was only 43 days after service, rather than the required 60 days at the end of a rental period required by subsection 44(4) of the Act.
8. The N6 notice of termination was also invalid, in addition to the failure to serve by an acceptable method of service, because the Landlord had ticked the box alleging the Tenants were either carrying on an illegal business at the residential complex involving production, trafficking or possession of an illegal drug for the purposes of trafficking, yet they failed to allege any one of those things in their reasons or details.
9. The Landlord submitted that she should be permitted to provide testimony about when the notices of termination were served to prove that they were served within the proper time periods.
10. I did not permit the Landlord to present her *viva voce* testimony about her service, since it made no sense to permit a party to provide *viva voce* testimony to contradict the written testimony of the certificate of service that they, themselves, had provided and attached to their own application.
11. Since neither the method of service of the notices of termination was valid, as well as the content of the N6 notice of termination, and all the other notices had invalid periods of notice, I dismissed the Landlord's application.

It is ordered that:

1. The Landlord's application is dismissed.

April 23, 2026
Date Issued

Nancy Morris
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.