



**Order under Section 69
Residential Tenancies Act, 2006 (the 'Act')**

File Number: LTB-L-040350-25

In the matter of: 255, 7280 DARCEL AVE
MISSISSAUGA ON L4T3T7

Between: IMH POOL XX LP Landlord

And

Claudia Barnswell Tenants
Jasmine Barnswell

IMH POOL XX LP (the 'Landlord') applied for an order to terminate the tenancy and evict Claudia Barnswell and Jasmine Barnswell ('CB' and 'JB' or collectively, the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. (L1 application)

This L1 application was heard by videoconference on April 16, 2026.

The Landlord's Legal Representative, Adriana Shaw ('LLR'), and the Tenants attended the hearing. Tenant Duty Counsel (TDC) did not appear in this videoconference hearing room. The Tenants understood TDC services are not guaranteed and they confirmed they were prepared for the hearing to commence.

Determinations:

1. Initially, the Tenants wanted to contest the validity of the L1 application as they stated the amounts of rent that were charged were not lawful and were not accurate.
2. Separate to this, the Tenants stated before me that they were not interested in pursuing the section 82 (washroom fan, mould claims) in this hearing. Instead, they indicated they were considering the filing of a separate application with the LTB that may include these claims. The Landlord did not object to removing the section 82 claims from the hearing.
3. After hearing both sides' submissions, I was satisfied that an Above Guideline Increase (AGI) order affecting the rental unit and its building was issued on April 25, 2025 by the LTB under case file LTB-L-081172-22. I find that the AGI order and the annual increase in rents (with proper notice) affected the monthly rents starting on June 1, 2025. At that time, the monthly rent went from \$2,075.77 (which included two indoor parking spots) to \$2,128.59 and then increased again on September 1, 2025 to \$2,151.34.
4. However, with respect to the N4 notice that was served on the Tenants, LLR stated before me that the N4 contained erroneous information, thus rendering the N4 notice invalid according to her. Further, LLR stated that the L1 update sheet that was dated April 10, 2026 contained erroneous information.

5. LLR asked to lead exhibit LL#1 into evidence, which was a copy of the Landlord's ledger for the tenancy at bar with the Tenants. I accepted LL#1 as it contained an accurate accounting of the rents charged and received, as LLR had affirmed, and could be relied upon.
6. Based on the foregoing, I find the Landlord served the Tenants with a non-valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). Consequently, the L1 application which is based on the N4 notice could only be heard on its merits to determine arrears owing; this meant the application at bar could no longer seek termination of the tenancy (i.e. eviction). LLR confirmed before me that the Landlord wanted to proceed with an arrears-only application.
7. As this did not create any undue prejudice to the Tenants, I consented to amending the L1 application (a section 79[1] application based on a section 59 notice under the Act) to an L9 application for arrears only (based on section 87[1] of the Act).
8. As of the hearing date, the Tenants were still in possession of the rental unit.
9. The lawful monthly rent is \$2,151.34. The parties confirmed it is due on the 1st day of each month.
10. Based on the current monthly rent, the daily rent/compensation is \$70.73. This amount is calculated as follows: $\$2,151.34 \times 12$, divided by 365 days.
11. The Tenants have paid \$22,303.30 to the Landlord since the L1 application was filed. This amount of payment comes from LL#1 and corrects the erroneous payment information under the N4 notice.
12. After the L1 application was filed, the Tenants received an additional credit of \$1,482.93. This credit was missed both in the L1 application and in the L1 update sheet and reflects what LLR called an "unclaimed amount" that needed to be credited in the Tenants' favour.
13. From the foregoing, therefore, rent arrears owing to April 30, 2026 are \$2,230.50.
14. The Landlord incurred costs of \$186.00 for filing the L1 application and is entitled to reimbursement of those costs.
15. Therefore, the rent arrears and the filing cost calculate to a total owing by the Tenants of \$2,416.50.
16. The Tenant JB stated that ever month, Ontario Works (OW) pays directly to the Landlord \$780.00 in respect of monthly rent. JB stated that unfortunately, OW has not yet paid the Landlord \$780.00 for April 2026, but that payment should be taking place very soon. As this \$780.00 has not yet been paid to the Landlord (confirmed by LLR), I have not deducted this amount from the total of \$2,416.50 owing.
17. The Landlord collected a rent deposit of \$1,997.48 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
18. Interest on the rent deposit, in the amount of \$36.78 is owing to the Tenants for the period from June 1, 2025 to April 16, 2026.

19. 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.
20. The Tenants confirmed they wanted to reconcile the amount owing under paragraph 15 above. On behalf of the Landlord, LLR requested that a repayment over 6 months be ordered. The Tenants requested a repayment plan over 12 months, as their financial capability is limited. I indicated to the parties present that I would order a 12-month repayment of the arrears/filing fee and would do so by ordering monthly rents payable in full on the first day of every month over the 12-month period, and by ordering \$201.38 in arrears/filing fee starting on May 15, 2026 over a 12-month period.

It is ordered that:

1. The Tenants shall pay to the Landlord \$2,416.50. This amount includes rent arrears owing up to April 30, 2026 and the cost of filing the L1 application.
2. The Tenants shall make the following payments to the **Landlord** in respect of the \$2,416.50 owing under paragraph 1 of this order:
 - **\$201.38** on or before **May 15, 2026** and every month thereafter on/before the **15th** day of each corresponding month for a total of 11 months, up to and including **March 15, 2027**; and
 - **\$201.32 (balance) on or before April 15, 2027.**
3. If the Tenants fail to make any one of the payments set out in paragraph 2 of this order, in full and on time, the full balance owing at the time of failed payment becomes due and payable immediately and the Tenants will start to owe interest. This will be simple interest calculated from the date of the missed payment at 4.00% annually on the balance outstanding.

May 1, 2026
Date Issued

Alex Brkic
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.