



Order under Section 69 Residential Tenancies Act, 2006

Citation: 17074620 Canada Inc. v Jackson, 2026 ONLTB 36158

Date: 2026-05-07

File Number: LTB-L-016148-26

In the matter of: Unit 2, 1650 3RD AVE E
OWEN SOUND ON N4K2L9

Between: 17074620 Canada Inc. Landlord

And

Cassandra Jackson Tenant

17074620 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Cassandra Jackson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 30, 2026. The Landlord Pismanpreet Singh and the Landlord's legal representative Harpreet Luthra attended the hearing.

As of 2:49, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

At about 2:53 p.m. the Tenant joining the hearing as an observer said she was present, in attendance at the hearing although only joining to make submission on record and for no other purpose.

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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The lawful rent claimed is \$2,200.00. It was due on the 1st day of each month.
4. The Tenant disputes the amount of the lawful rent stating that the property was formerly a rooming house prior to the current Landlord purchasing the property, that her lawful rent was \$550.00 per month and that she did not owe any arrears.

5. Either party failed to evidence a lease agreement which could support the lawful rent submissions.
6. The Tenant submitted that she was not served with an N4 Notice and that she moved out of unit #2 a "couple of months ago."
7. As the hearing took place on April 30, 2026, in the absence of any definitive vacate date, I understood a "couple of months ago" as on or about February 28, 2026, shortly after the date of termination in the N4 notice.
8. The Tenant vacated the rental unit on February 28, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit.
9. As all of the documents as filed with the LTB identified that the Tenant occupied unit #3, the Landlord was advised that as the Tenant submitted she did not received a copy of the N4 Notice, and as the rental unit has been misidentified, the N4 notice is invalid pursuant to s.43(1)(a) of the Act.
10. Accordingly, the application has been amended to reflect that the Tenant occupied rental unit #2.
11. The Landlord's representative submitted that the Landlord purchased the property in a tax sale and that they were not provided any information about the tenancies in the residential complex. Further, that the Landlord became aware that the Tenant while residing in the complex rented out individual rooms.
12. The Tenant did not remain in the hearing room long enough to hear that the Landlord was withdrawing all rental arrears claimed and was seeking only an order for termination of tenancy.
13. I reserved my determinations in this regard at the time of hearing.
14. The Tenant has not made any payments since the application was filed.
15. The Landlord claimed that the rent arrears owing to February 21, 2026 are \$17,931.53.
16. While no determinations regarding the lawful rent are rendered within this decision, I accept the Landlord's submissions of waiving all rental arrears as alleged to be owed by the Tenant.
17. Having accepted the Landlord's request for consideration of waiving of all rent arrears, as the Tenant submitted that she has already vacated the rental unit at least a couple of months ago, issuing an order terminating the tenancy is reasonable in all circumstances.
18. There is no last month's rent deposit.
19. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 28, 2026, the date the Tenant moved out of the rental unit.

May 7, 2026
Date Issued

Alicia Johnson
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.