



Order under Section 69 Residential Tenancies Act, 2006

Citation: JV Homes v Lacroix, 2026 ONLTB 35584

Date: 2026-05-06

File Number: LTB-L-012776-26

In the matter of: 30 YORK DR
PETERBOROUGH ON K9K0H1

Between: JV Homes Landlord

And

Chantal Lacroix Tenant

JV Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Chantal Lacroix (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 28, 2026.

The Landlord's Representative, Crystal Francey, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a 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 \$3,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
5. The Tenant has paid \$9,000.00 to the Landlord since the application was filed.
6. The Tenant disputed the amount of arrears owing and claimed to have made all rent payments.
7. The Landlord's Representative did not dispute that the Landlord did have an issue for some time with recording the rent payments. However, the Landlord's Representative provided a rent ledger for which the Landlord was able to verify some payments from the Tenant with a deposit to the Landlord's bank account.

8. The Tenant claimed that the Landlord had poor record keeping and had failed to record her rental payments properly and claimed there were numerous payments that had not been reconciled.
9. Here, I am not satisfied that the Landlord has established the amount of arrears. As discussed in *Mauti v Gibbs*, 2019 ONSC 3355 at para. 27, on an L1 Application, it is always the Landlord's burden to prove the arrears owing, not the Tenant's. While the Tenant has the opportunity to respond and rebut the Landlord's evidence, the legal burden to prove the arrears owing on a balance of probabilities is always that of the Landlord.
10. In this case, the Landlord's Representative admitted that the Landlord did not have the best record keeping history and had to go through their bank records to reconcile what they could with the Tenant's verifiable e-transfers and that is how the Landlord produced the ledger for this matter.
11. However, the Landlord's Representative also submitted that there might be an additional \$3,100.00 that might have been paid that was not accounted for on the Landlord's ledger.
12. This means that the ledger may be inaccurate or the N4 notice is not an accurate statement of what was outstanding for the period claimed, as the \$3,100.00 would have been for during the period of the N4 Notice. Either way, I am not stratified that the Landlord has established the amount of arrears owing.
13. I do not find it necessary to address the credibility of the Tenant's testimony or bank records as I am not satisfied that the Landlord has even met their burden of establishing what was owing and at what time.
14. As a result, I find that the N4 Notice is invalid, and the application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

May 6, 2026
Date Issued

Nicole Pedron
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.