



Order under Section 69 Residential Tenancies Act, 2006

Citation: 13513394 Canada Inc. v Tuttle, 2026 ONLTB 36696

Date: 2026-05-11

File Number: LTB-L-014201-26

In the matter of: 179 Queen St S
Bolton ON L7E2C6

Between: 13513394 Canada Inc. Landlord

and

Robert Tuttle
Melissa Cromarty Tenants

13513394 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Tuttle and Melissa Cromarty (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 29, 2026.

The Landlord's Legal Representative, Gurbinder Grewal, the Landlord's Agent, Ravinder Dhupar ('RD'), and the Tenants attended the hearing.

Determinations:

Adjournment Request

1. At the outset of the hearing, the Tenants requested an adjournment to gather and submit evidence and to raise issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant, Robert Tuttle ('RT'), states that the Tenants are now seeking legal advice. They did not take steps to get legal advice or gather evidence prior to the hearing because they were busy, and the hearing was not on their priority list. The Landlord's Legal Representative opposed the adjournment request.
2. The Tenants' request to adjourn the matter was denied. Notice of the hearing was sent to the Tenants more than a month prior to the hearing date and the Tenants were aware of the arrears at least since receiving the N4 Notice from the Landlord on January 29, 2026, but the Tenants took no steps to collect evidence or get legal advice. The Tenants had ample opportunity to seek legal advice and prepare for the hearing but simply chose not to make it a priority. I found that an adjournment was not appropriate in the circumstances and proceeded to hear the application on its merits.

N4 Notice

3. The Landlord 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.
4. It was undisputed that when the tenancy commenced, the lawful monthly rent was \$2,900.00. RD testified that commencing December 2025, the parties agreed to reduce the monthly rent to \$2,700.00 each month as long as the Tenants take care of any repairs required with respect to the rental unit.
5. The Act provides very specific criteria for rent discounts. Discounts must be in a written agreement and are limited to three possible forms:
 - a. A 2% discount for prompt payment.
 - b. A discount of up to 3 months in a 12-month period if the discount is provided in the form of rent-free periods.
 - c. A prescribed discount as specified in sections 10 and 11 of O.Reg 516/06.
6. There was no written rent discount agreement. The rent discount proposed by the Landlord does not meet any of the prescribed formats in the regulations, all of which other than the prompt payment discount require the discount to be in the form of rent-free periods, rather than an amount discounted in every month.
7. Additionally, maintaining the rental unit in a good state of repair is the Landlord's responsibility and the Landlord cannot pass that responsibility onto the Tenants. Pursuant to section 4(1) of the Act, any provision of a tenancy agreement that is inconsistent with the Act is void.
8. Therefore, as the rent discount proposed by the Landlord does not comply with the Act and the alleged agreement to discount the rent in exchange for passing off the Landlord's repair responsibilities onto the Tenants is not enforceable, I find that there was no rent discount and the legal rent is the amount which the Tenants paid from the beginning of the tenancy, that is \$2,900.00.
9. The N4 Notice states rent arrears owing based on a monthly rent of \$2,700.00. Given my finding that the lawful monthly rent is \$2,900.00, the N4 Notice does not accurately state the amount of arrears owing at the time the N4 Notice was served. RD confirmed that the Landlord is not waiving the additional \$400.00 which was not included in the N4 Notice.
10. I am satisfied that the N4 Notice is defective because it does not correctly set out the amount of rent owing by the Tenant for the period claimed, as required by section 59(2) of the Act. The Board cannot issue an order terminating the tenancy without a valid notice of termination.

11. After I had orally communicated my determination that the N4 Notice is defective at the hearing, the Landlord's Legal Representative advised that the Landlord sought an order for arrears only.
12. As of the hearing date, the Tenants were still in possession of the rental unit.

Rent Arrears

13. The Tenants did not pay the total rent they were required to pay for the period from December 1, 2025 to April 30, 2026.
14. It was undisputed that the Tenants have not made any payments since the application was filed. However, the Tenants dispute the total amount of arrears as they state that the Landlord did not pay the Tenants for work the Landlords contracted them to complete to the deck. RT testified that this payment was to be made by deducting the amount from the monthly rent.
15. RT testified that shortly after they moved in, the deck sunk down about 8 inches because it was rotted and needed to be replaced. He testified that he had discussions with RD, and they agreed that RT would complete the repairs. He testified that communication eventually broke down over a dispute on the total amount to be reimbursed. RD disputes that the parties had any agreement with respect to the deck.
16. For there to be a binding contract, it is necessary that the various elements of a contract be established on a balance of probabilities, namely, an offer acceptance, meeting of the minds or an intention to create legal relations, and consideration¹.
17. In this case, I am not satisfied that the Tenants have established on a balance of probabilities all elements of a contract, particularly there was no agreement on specific consideration or a meeting of the minds. It was RT's own testimony that the parties were in dispute about the final amount and the Tenant could not state any specific consideration agreed to as he initially testified that they agreed to \$2,000.00 but later testified that he first thought it was \$1,000.00 but then said he believed it went down to \$800.00.
18. In my view, the evidence establishes that, more likely than not, RT completed repairs to the deck after discovering the disrepair and then approached the Landlords to be reimbursed for the work that he did.
19. For these reasons, I am not satisfied that there was an agreement to waive any portion of the rent owed. Therefore, I find that the rent arrears owing to April 30, 2026 are \$11,450.00.
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

¹ A. Swan, Canadian Contract Law, 2d ed. (Markham, ON: LexisNexis Canada, 2009) at 218, §4.8

It is ordered that:

1. The Tenants shall pay to the Landlord \$11,450.00. This amount includes rent arrears owing up to April 30, 2026 and the cost of the application.
2. If the Tenants do not pay the Landlord the full amount owing on or before May 22, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 23, 2026 at 4.00% annually on the balance outstanding.

May 11, 2026

Date Issued

Candace Aboussafy

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.