



**Order under Section 69  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-024065-25

**In the matter of:** 30083 WEST BOTHWELL RD  
BOTHWELL ON N0P1C0

**Between:** Ruth E Barber Landlord

**And**

Natasha Ferguson Tenant  
Conard Ferguson

Ruth E Barber (the 'Landlord') applied for an order to terminate the tenancy and evict Natasha Ferguson and Conard Ferguson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 19, 2026.

The Landlord's Legal Representative, Cheryl Haskell and the Tenant, Conard Ferguson attended the hearing.

**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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$500.00. It is due on the 1st day of each month.
4. The Tenant, Conard Ferguson ('CF') testified that he has been paying the Landlord by depositing the cash for the monthly rent into the Landlord's mailbox. [The Landlord disputed this? Also—how did the TT pay rent in the past?]. While the landlord bears the burden of establishing that their tenant owes arrears, once the landlord has given some credible evidence that payments were not made, the tenant bears the evidentiary burden of establish that a particular payment or payments were made: see *Muati v. Gibbs*, 2019 ONSC 3355 (Div. Ct.). I found the Tenant CF to lack credibility for the following reasons. Despite disputing the Landlord's rent payment records at the initial hearing of this matter on June 16, 2025, the Tenant alleges he continued to pay rent by leaving cash in the

mailbox and without requesting receipts from the Landlord. Further, there was no supporting documentation, such as bank records, that would support the Tenants' assertion that they paid their rent in cash, and the Tenants did not provide a reasonable explanation as to why they had no supporting evidence. There was also no evidence of communications with the Landlord about the payments. I would have expected the Tenant to provide some supporting documentation in order to show that they made cash payments, particularly after the June 2025 hearing in which it was clear the Landlord was disputing the Tenants' evidence that they paid rent via cash. I accept that the Landlord's evidence regarding the arrears owed by the Tenants.

5. Based on the Monthly rent, the daily rent/compensation is \$16.44. This amount is calculated as follows: \$500.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to February 28, 2026 are \$10,500.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

#### Section 82 Issues

10. CF submits that the Landlord has failed to repair or maintain the rental unit as required under the *Residential Tenancies Act, 2006* (the 'Act') and has substantially interfered with the Tenants' reasonable enjoyment of the rental unit.
11. The Tenants allege the following issues have existed since the outset of the tenancy:
  - a. Holes and cracks in the foundation, roof, flooring, ceilings throughout the rental unit
  - b. No gutters
  - c. Leak in the basement, back room
  - d. Missing window frames
  - e. Damage to the main entrance of the rental unit
  - f. Unsafe front steps
  - g. Mold in the kitchen
  - h. Plumbing and sewage coming up through shower and flooding the bathroom floor
  - i. Rodent infestation
  - j. Stove rangehood inoperable
  - k. Exposed wires in the kitchen
  - l. No baseboards in several rooms in the rental unit

m. Noise caused by the Landlord

12. CF testified that he informed the Landlord of the issues on or about October 1, 2019, and despite regular monthly communications, the Landlord has never remedied the issues. CF testified that he has no record of reporting any of the issues to the Landlord as he and the Landlord would communicate verbally.
13. The following issues are dismissed as the Tenants did not lead sufficient supporting evidence: (1) gutters, (2) leaks in the rental unit, (3) missing window frames, (4) damage to the main entrance, (5) unsafe front steps, (6) mold in the kitchen, (7) plumbing and sewage coming up through shower, (8) rodent infestation, (9) range hood, (10) exposed wires, (11) baseboards, (12) noise. CF testified that he advised the Landlord of the issues, the Landlord denies being made aware of the issues and there was insufficient photographic evidence to establish any of the aforementioned issues. While CF testified that he advised the Landlord of these issues, the Landlord denied ever being made aware of them. I am not satisfied on a balance of probabilities that the Tenants notified the Landlords of these issues. I find it unlikely that the Tenants would have no formal record of a request to repair the issues if it were true that they had asked for them to be fixed since 2019 without a meaningful response from the Landlord.
14. CF entered into evidence a number of photos depicting chipping and wear to the exterior of the home and to the floors throughout the rental unit.
15. The Landlord denies being made aware of these maintenance issues as well. However, despite being notified as late as the June 2025 hearing, as of the February 19, 2026 hearing date the Landlord acknowledged that they had no steps had been taken to resolve any of the maintenance issues.
16. Based on the evidence before me, I am satisfied that the Landlord has been aware of the issues for at least 8 months but has taken no steps to rectify the maintenance issues.
17. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
18. I am satisfied based on the evidence before me that the Landlord has failed to take reasonable steps to address the maintenance issues, namely holes and cracks to the exterior of the home including the window frames, vinyl siding, the floors and surfaces inside the rental unit.
19. CF testified that due to the holes and damage to the exterior of the home, mice and other rodents are entering the home. CF also testified that the Tenants have been unable to fully enjoy the rental unit as the maintenance defects allow for flooding in the rental unit and allow cold air to seep into the rental unit. While I was not satisfied based on the evidence before me that the Tenants have met the burden of proof to demonstrate that there is a rodent infestation that was not addressed by the Landlord, I was satisfied that there were cracks, holes and dents to the exterior windows, vinyl siding and floors within the rental

unit. However, as the Tenants had no supporting evidence that these issues had been reported to the Landlord prior to the hearing date, there was no supporting evidence of any leaks or supporting documentation such as photos of a leak, rodent droppings, by-law report, or other supporting documents, which I would have expected, I am of the view that the breaches had an impact on the Tenants, and find that a rent abatement is warranted in the amount of \$750.00 which represents a 15% abatement for a 10-month period for the period of June 1, 2025 through to March 30, 2026.

20. 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 Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
21. I was not satisfied that the issues above constitute a serious breach within the meaning of section 83(3)(a) of the Act.
22. CF sought that in the event he is ordered to pay the full arrears, that the Board grant relief from eviction in the form of a payment plan requiring the Tenants to pay an additional \$500.00 towards the rent each month until the arrears are paid in full. Based on the evidence before me, and given the finding that the Tenants have not paid any rent since the application was filed, I find that it would be unfair to grant relief from eviction in the form of a payment plan. With regards to whether to postpone eviction, the Tenants currently owe almost two years worth of rent and I find that any further delay would be unfairly prejudicial to the Landlord.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$11,436.00 if the payment is made on or before May 18, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after May 18, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before May 18, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,748.36. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$16.44 per day for the use of the unit starting February 20, 2026 until the date the Tenant moves out of the unit.

7. If the Tenant does not pay the Landlord the full amount owing on or before May 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 19, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 18, 2026, then starting May 19, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after May 19, 2026.

**May 7, 2026**  
**Date Issued**

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Christopher Lin  
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 19, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 18, 2026**

|                                                                               |                    |
|-------------------------------------------------------------------------------|--------------------|
| Rent Owing To May 31, 2026                                                    | \$12,000.00        |
| Application Filing Fee                                                        | \$186.00           |
| <b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate} | - \$750.00         |
| <b>Total the Tenant must pay to continue the tenancy</b>                      | <b>\$11,436.00</b> |

**B. Amount the Tenant must pay if the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$10,312.36          |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}                                       | - \$750.00           |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$9,748.36</b>    |
| Plus daily compensation owing for each day of occupation starting February 20, 2026                                 | \$16.44<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |