



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

File Number: LTB-L-014244-26

In the matter of: Basement, 376 TALBOT ST
HAMILTON ON L8H6T4

Between: Olatunbosun Ayodeji Williams Landlord

And

Keeley Vickers Tenant

Olatunbosun Ayodeji Williams (the 'Landlord') applied for an order to terminate the tenancy and evict Keeley Vickers (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes

This application was heard by videoconference on May 11, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

The N4

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
2. At the hearing the Landlord confirmed that The N4 was served on February 7, 2026. The Landlord also confirmed that the tenancy is monthly. The termination date in the N4 is February 18, 2026.
3. Section 59(1) of the Act states:

59 (1) If a tenant fails to pay rent lawfully owing under a tenancy agreement, the landlord may give the tenant notice of termination of the tenancy effective not earlier than,

- (a) the 7th day after the notice is given, in the case of a daily or weekly tenancy; and
- (b) the 14th day after the notice is given, in all other cases. 2006, c. 17, s. 59 (1).

4. Therefore, as the N4 only provides the Tenant with 11 days to void, it is invalid. Therefore, I cannot order termination of the tenancy on the basis of the N4. However. The Landlord sought an order for arrears only.

The arrears

5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The Tenant did not pay the total rent they were required to pay for the period from June 1, 2025 to May 31, 2026.
7. The lawful rent is \$1,750.00. It is due on the 1st day of each month.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to May 31, 2026 are \$17,320.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. At the hearing the Landlord sought a standard order and the Tenant a payment plan. The Tenant testified that she has recently secured a new role, earning \$100,000.00 annually. However, she has not yet been paid and does not know what her money earnings will be after deductions. She testified that she hopes to be able to pay \$500.00 to \$1000.00 per month towards the arrears. She testified to expenses of approximately \$4,350 per month inclusive of rent.
12. The Landlord testified that he is in financial straights and is struggling to pay his mortgage as a result of the arrears, and the bank may soon take over the property if he is unable to continue his payments.
13. Ultimately, the Tenant's proposed payment plan is somewhat speculative as her monthly income is uncertain. I also note that the arrears are significant, and the Landlord is experiencing financial hardship. Therefore, I am not satisfied that a payment plan is appropriate. However, in recognition of the Tenant's recent employment I shall order a delay to May 31, 2026, to allow her time to receive her first paycheck and budget before interest starts to accrue.

It is ordered that:

1. The Tenant shall pay to the Landlord \$17,506.00. This amount includes rent arrears owing up to May 31, 2026, and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

May 19, 2026
Date Issued

Reid Jackson
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.