



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-012539-26

In the matter of: 9501 Maas park drive
Mount Forest ON N0G2L0

Between: Ann Marie Anderson Landlord

And

Sara Dowling Tenant

Ann Marie Anderson (the 'Landlord') applied for an order to terminate the tenancy and evict Sara Dowling (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 7, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue – Validity of the N4 Notice

1. At the hearing, I raised a preliminary issue that the rental periods contained in the N4 notice are unclear as they do not run to the last day of the month. I allowed the parties to make submissions on any confusion that may result from the unclear rental periods and the Tenant testified she was not confused about the amount outstanding or the rental periods.
2. Section 59(2) of the *Residential Tenancies Act, 2006* (the 'Act') sets out that the notice of termination shall specify the amount of rent due.
3. Section 212(2) of the Act states that an error in the notice substantially complies as long as the error does not significantly prejudice a party's ability to participate in the proceeding. As there was no prejudice and the Tenant understood the amount owing and that she could void the N4 by paying this amount, I find that the Landlord's N4 notice substantially complies with the requirements of section 59(2) of the Act.
4. 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.

5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,560.00. It is due on the day day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$84.16. This amount is calculated as follows: \$2,560.00 x 12, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to May 31, 2026 are \$31,050.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,650.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
12. 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 Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. The Tenant testified that she fell into arrears due to a loss of employment. The Tenant testified that she is now employed and requested a payment plan that would require the Tenant to pay rent plus an additional \$1,200.00 per month on top of the rent until the arrears are paid in full.
14. The Tenant did not submit into evidence any supporting documents to support her assertion that she can pay the amount she proposes. Further, the Tenant fell into arrears approximately 6 months after moving into the rental unit and owes rent for approximately 15 months of her 22 month tenancy. Given the high amount of the arrears and the fact the Tenant has not paid any rent since approximately February 2025, I find that it would be unfair to grant the relief sought by the Tenant.
15. Further, given the high amount of the arrears and the fact the Tenant has not paid any rent in over a year, I find it would be unfairly prejudicial to the Landlord to grant any further relief from eviction.

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:**
 - \$38,916.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$41,476.00 if the payment is made on or before June 2, 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 June 2, 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 June 2, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$34,295.12. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$84.16 per day for the use of the unit starting May 8, 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 June 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 3, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 2, 2026, then starting June 3, 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 June 3, 2026.

May 22, 2026
Date Issued

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 December 3, 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 31, 2026

Rent Owing To May 31, 2026	\$38,730.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$38,916.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 2, 2026

Rent Owing To June 30, 2026	\$41,290.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$41,476.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$36,759.12
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,650.00
Total amount owing to the Landlord	\$34,295.12
Plus daily compensation owing for each day of occupation starting May 8, 2026	\$84.16 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	