



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

File Number: LTB-L-002358-26

In the matter of: LOWER LEVEL, 96 KINGSWOOD DR
BRAMPTON ON L6V2W3

Between: JUNE GORDON Landlord

And

Angela Clarke (Aka Angela Hoar Clarke) Tenant
Brandon Wixson
Laura Foard (Aka Laura Faurd)

JUNE GORDON (the 'Landlord') applied for an order to terminate the tenancy and evict ANGELA CLARKE (aka ANGELA HOAR CLARKE), BRANDON WIXSON and LAURA FOARD (aka LAURA FAURD) (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

JUNE GORDON (the 'Landlord') also applied for an order to terminate the tenancy and evict ANGELA CLARKE (aka ANGELA HOAR CLARKE), BRANDON WIXSON and LAURA FOARD (aka LAURA FAURD) (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Robert Cormier has been removed as a Tenant as he passed away January 4, 2026.

This application was heard by videoconference on May 5, 2026.

The Landlord, the Landlord's Representative Jorge Andres Steinmetz and the Tenants Brandon Wixson and Angela Clarke attended the hearing.

Determinations:

L2 Application

1. This portion of the application is dismissed because I find that the notice of termination on which it is based is invalid due to insufficient details.
2. The application is based on an N7 Notice of Termination, which the Landlord served upon the Tenant. In the N7 Notice the Landlord allege that the Tenants:
 - Constantly fighting in loud voices at any hours
 - Drug use and an overdose
 - Improper disposal of garbage
 - Keep a large number of animals resulting in unbearable odor
 - Prostitution
3. Section 43 of the *Residential Tenancies Act, 2006* (the Act”) requires that a notice of termination sets out the reasons and details respecting the termination. Similarly, in the Divisional Court’s decision in *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 (which was decided in the context of an N5 Notice of Termination but is routinely applied to all notices of termination), the court found that a notice of termination must have particulars. The court’s decision states, “particulars should include dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant”.
4. As the N7 Notice provides no dates, times or specific alleged conduct, I am not satisfied that the information in the N7 Notice provides the level of detail required and it is dismissed on that basis.

L1 Application

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,500.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
9. The Tenant has paid \$9,000.00 to the Landlord since the application was filed.
10. The rent arrears owing to May 31, 2026, are \$2,250.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

12. There is no last month's rent deposit.
13. The Landlord testified that the Tenant had previously served her with an N11 Agreement to End the Tenancy with a termination date of August 31, 2025 and that their last month's rent deposit was used for the month of August 2025.
14. The Landlord further testified that the Tenant did not move out which caused issues with ODSP direct payments which were eventually corrected. She further testified that the Tenant Robert Cormier passed away on January 4, 2026, which caused further issues with the rent.
15. The Landlord testified that she had not received Brandon Wixson's portion of the rent for May 2026 and had not received Angela Clarke's portion for the months of April or May 2026.
16. The Tenant Brandon Wixson (BW) testified that his receipt from ODSP shows that his portion of the rent for May 2026 (\$750.00) was paid to the Landlord and that Angela Clarke had a receipt stating that her rent had been paid for the month of April 2026 but that she is in the process of applying for assistance and she has not paid her portion of the rent for May 2026.

Section 82 Issues

17. BW testified that the lease included laundry but the washer broke a year ago and the Landlord claims that they broke it but it is not true because the washer is over 25 years old.
18. BW testified that due to the broken washer they must take a taxi to do laundry, and it costs them extra in utilities.
19. Under cross-examination BW agreed that the Landlord had supplied a second washer, which he claims leaks.
20. The Tenant did not present any evidence that the replacement washing machine was not working or that it was leaking, therefore the claim is dismissed.

Relief from Eviction

21. The Landlord is seeking a standard order terminating the tenancy, with an eviction date 11 days from the date of this order.
22. The Tenant Brandon Wixson requested additional time to contact his worker and confirm payment of May's rent and time for Angela Clarke to obtain assistance. He submitted May 31, 2026, would be sufficient time.
23. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. This allows the Tenant additional time beyond what was requested to address the rent arrears with his worker and to seek assistance.

It is ordered that:

L2 Application

1. The Landlord's L2 application is dismissed.

L1 Application

2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$2,436.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$3,936.00 if the payment is made on or before June 8, 2026. See Schedule 1 for the calculation of the amount owing.
4. 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 8, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 5. **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 8, 2026.**
 6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,182.60. 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.
 7. The Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting May 6, 2026 until the date the Tenant moves out of the unit.
 8. If the Tenant does not pay the Landlord the full amount owing on or before June 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 9, 2026 at 4.00% annually on the balance outstanding.
 9. If the unit is not vacated on or before June 8, 2026, then starting June 9, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

10. 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 9, 2026.

May 28, 2026
Date Issued

Brenda Mercer
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 9, 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	\$11,250.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,000.00
Total the Tenant must pay to continue the tenancy	\$2,436.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 8, 2026

Rent Owing To June 30, 2026	\$12,750.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,000.00
Total the Tenant must pay to continue the tenancy	\$3,936.00

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

Rent Owing To Hearing Date	\$9,996.60
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,000.00
Total amount owing to the Landlord	\$1,182.60
Plus daily compensation owing for each day of occupation starting May 6, 2026	\$49.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	