



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

**Citation:** Clear FutureDevelopments Inc v Armstrong, 2026 ONLTB 40979

**Date:** 2026-05-26

**File Number:** LTB-L-016533-26

**In the matter of:** 97 Poplar Avenue  
Kirkland Lake ON P2N3E5

**Between:** Clear FutureDevelopments Inc Landlord  
Elizabeth Kelly

**And**

Melissa Armstrong Tenant  
Brandon Martel

Clear FutureDevelopments Inc and Elizabeth Kelly (the 'Landlord') applied for an order to terminate the tenancy and evict Melissa Armstrong and Brandon Martel (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord and the Tenant Melissa Armstrong attended the hearing.

### **Determinations:**

1. The parties dispute whether the Tenant paid rent for October 2025. For the following reasons I find that the Tenant made the payment and that therefore the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) is invalid.
2. The lawful rent is \$1,300.00. It is due on the 1st day of each month.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The Tenant testified that the tenancy started September 15, 2025 and that she paid \$2,030.00 to cover half a month in September 2025 and for October 2025. The Tenant provided a receipt for the payment DOC-7900878.
5. The Landlord testified that the rental complex is 7 hours away from her, she hired a property manager but they were doing a bad job, that she has done her best to figure out what is accurate, and that it is possible that the property manager did not record the payment for October 2025. The Landlord provided a rent ledger that does not show a

payment for October 2025 (DOC-7871475). The Landlord testified that she does not believe that the Tenant made the payment and that the behaviour of the Tenant shows that they are avoiding taking accountability. The Landlord pointed out that the Tenant's rent receipt is not signed.

6. I accept the testimony of the Tenant that she made the payment for October 2025. The Tenant appeared confident that the payment was made, whereas the Landlord was not confident in the accuracy of the records kept by her property manager. The Tenant has the best evidence of whether the payment was made as she was present when it happened. The Tenant's testimony is also bolstered by the rent receipt. While I agree with the Landlord that it is strange that the rent receipt is not signed, by the Landlord's own admission their property manager was not doing a great job.
7. Section 59 of the *Residential Tenancies Act, 2006* ('the RTA') establishes that an N4 notice must set out the amount of rent due. October 2025 is included on the N4 notice and the payment that was made is not reflected. The N4 notice therefore inaccurately sets out the amount due and this renders the notice invalid. An invalid notice of termination cannot result in the termination of the tenancy. The Landlord indicated that they want an order for the arrears even if they cannot get termination of the tenancy.
8. The rent arrears owing to May 31, 2026, are \$9,100.00. There is no dispute between the parties that the Tenant did not pay any rent for the period between November 1, 2025 to May 31, 2026.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$9,286.00. This amount includes rent arrears owing up to May 31, 2026, and the cost of filing the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before June 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 7, 2026 at 4% annually on the balance outstanding.

**May 26, 2026**  
**Date Issued**

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Amanda Kovats  
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 7, 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.