



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-023596-26

In the matter of: 144 ONTARIO ST
SARNIA ON N7T1L1

Between: D'Arcy Kevin Brown Landlords
Michael Bush

And

Jamie Rempel Tenants
Stephan Bldfell

D'Arcy Kevin Brown and Michael Bush (the 'Landlords') applied for an order to terminate the tenancy and evict Jamie Rempel and Stephan Bldfell (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on May 21, 2026.

The Landlord, D'Arcy Kevin Brown and the Tenant, Jamie Rempel attended the hearing.

Determinations:

Amending the application

1. At the hearing the parties confirmed that Murray Rempel was not a Tenant and was specified on the tenancy agreement as a guarantor/co-signer for Jamie Rempel. The Board's jurisdiction under the *Residential Tenancies Act, 2006* is limited to matters between landlords and tenants, as those terms are defined in section 2 of the *Act*. A guarantor does not fall within the statutory definition of a "tenant," as they do not pay rent in exchange for the right to occupy the rental unit. Accordingly, the Board does not have jurisdiction over a guarantor in these proceedings, and the Application is amended to remove Murray Rempel as a respondent.
2. The first page of the N4 notice, indicates that the arrears of rent owing to the landlord are \$1,997.50. However, on the second page of the N4 notice, the arrears of rent owed to the landlord are indicated as \$1,995.00.
3. A N4 notice of termination is served pursuant to section 59 of the *Residential Tenancies Act, 2006* (the *Act*). Subsection 59(2) of the *Act* states:

Contents of notice

(2) The notice of termination shall set out the amount of rent due and shall specify that the tenant may avoid the termination of the tenancy by paying, on or before the termination date specified in the notice, the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment by the tenant.

4. The Landlord's N4 notice is defective as it does not clearly set out the amount of rent to be paid by the Tenant to void the notice of termination. As the notice is defective on its face, it does not comply with subsection 59(2) of the Act and the Board does not have jurisdiction to terminate the tenancy on this application.
5. It was explained to the Landlord the options available as a result of the defective N4 including withdrawing the L1 application, serving a new N4 notice and filing a new application or proceeding with the current application to collect arrears of rent only pursuant to section 87(1) of the Act. The Landlord was advised that proceeding with arrears of rent only would not include a provision terminating the tenancy.
6. The Landlord requested to proceed with the application for an order for arrears only pursuant to 87(1)(a) and I consented to the request.
7. As of the hearing date, the Tenants were still in possession of the rental unit.
8. The Tenants have not made any payments since the application was filed.
9. The rent arrears owing to May 31, 2026 are \$6,982.50.
10. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay to the Landlords \$6,982.50. This amount includes rent arrears owing for the period from January 1, 2026 to May 31, 2026.
2. The Tenants shall pay to the Landlords \$186.00 for the cost of filing the application.
3. If the Tenants do not pay the Landlords the full amount owing on or before June 7, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 8, 2026 at 4.00% annually on the balance outstanding.

May 27, 2026
Date Issued

Christina Philp
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.