



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ankaybw Real Estate Inc. v Fagot, 2026 ONLTB 28289

Date: 2026-05-29

File Number: LTB-L-006939-26

In the matter of: 9, 74 CHURCHILL ST
WATERLOO ON N2L2X2

Between: Ankaybw Real Estate Inc.

Landlord

And

Eric Fagot
Sarah Fagot

Tenants

Ankaybw Real Estate Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Eric Fagot and Sarah Fagot (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on March 31, 2026.

The Landlord's Agent, Wenkai Zhou, the Landlord's Legal Representative, D. English, and the Tenants attended the hearing.

Determinations:

1. For the reasons that follow, I find the N4 notice for non-payment of rent is invalid.
2. Section 43 of the *Residential Tenancies Act*, 2006 (the "Act"), outlines the minimum requirements for a notice of termination. Subsection 43(2) specifies that a landlord's notice must include the reasons and details for termination. In the case of an N4 notice for non-payment of rent, these details should include an explanation of the arrears, specifying the rental periods and the correct amounts owed for each period.
3. On the N4 notice, deemed served on January 7, 2026, the Landlord did not complete the table on page 2 and instead refers to an attached rental ledger. On the rental ledger, the Landlord provided the following information:

Rent period	Rent charged	Rent paid	Rent owing
June 2025	\$2,115.84	\$1,115.84	\$1,000.00

July 2025	\$2,115.84	\$1,115.84	\$1,000.00
August 2025	\$2,115.84	\$615.84	\$1,500.00
September 2025	\$2,168.74	\$668.76	\$1,499.98
October 2025	\$2,168.74	\$668.72	\$1,500.02
November 2025	\$2,168.74	\$668.74	\$1,500.00
December 2025	\$2,168.74	\$668.72	\$1,500.02
January 2026	\$2,168.74	\$668.72	\$1,500.02

4. It is undisputed that the Tenants were entitled to deduct \$1,000.00 from the rent each month from June 2025 to February 2026 and \$466.46 from the March 2026 rent pursuant to LTB Order LTB-T-022062-22 (the 'Order'). The Landlord's ledger, however, does not correctly reflect this. It appears, however, that the Landlord applied the full amount ordered to the arrears owing. This was not in accordance with the Order which required the full amount to be paid by May 31, 2025. This, however, does not invalidate the N4.
5. The issue with the Landlord's rent ledger is that it does not account for the additional authorized deductions pursuant to the Order. In the Order, the Landlord was ordered to make repairs to the rental unit by July 31, 2025, failing which the Tenants would be authorized to make additional deductions to the monthly rent.

Kitchen flooring

6. Paragraph 5(a) of the Order states, "*Upon completion of this kitchen floor Work, the Landlord shall provide the Tenants proof of completion by furnishing the Tenants with a copy of its hired flooring company's or contractor's completion report. Proof of completion as set out herein is the only way the Landlord may establish that it has fully completed this kitchen floor work.*"
7. The Landlord did not provide the Tenants with the proof of completion until the day before the hearing. As such, it can be said that the Landlord completed the kitchen floor Work by the July 31, 2025, deadline. The Order, however, only authorizes the Tenants to deduct \$500.00 a month from the rent to recover their costs if they hire their own contractor to undertake the repairs. There is no indication the Tenants made their own repairs. Accordingly, a deduction for the kitchen flooring is not authorized.
8. The Order further requires the Landlord to complete the following work by July 31, 2025: a) eavestroughs and downspouts; b) window wells; c) chain link fence; d) clear debris and maintain common areas; and e) provide notice to residents regarding garbage.

Eavestroughs and downspouts

9. The Landlord was ordered to attend to and repair the rental unit's eavestroughs and downspouts, to ensure that water is effectively channeled away from the rental unit

building. It is the evidence of the Tenants that the Landlord has not complied with the Order. They testified that the eavestroughs are filled with debris, obstructing the channel of water.

10. The Landlord relies on the report from EJ Roofing to confirm his compliance on this issue. I note that the report from EJ Roofing is dated July 24, 2024, nine months before the Order was issued. There is no compelling evidence before me indicating the Landlord attended to and repaired the eavestroughs and downspouts after April 23, 2025, when he was ordered to do so. Accordingly, I am not convinced the Landlord completed the work by July 31, 2025.

Window wells

11. The Landlord was ordered to secure/affix the backyard exterior window-well cover so that it is properly hinged in place permanently and will open/close as needed. This was to be completed by July 31, 2025. The Tenants maintain that the first the Landlord looked at this issue was March 2026.
12. The Landlord admitted into evidence a photograph taken in March 2026 showing items belonging to the Tenants obstructing the window well. He also admitted an email from the Fire Department dated March 26, 2026, wherein the Fire Prevention Officer indicates that any personal items stored outside must not hinder the path of egress or the window well. The Landlord seems to suggest the Tenants have interfered with his ability to comply with the LTB order.
13. There is no evidence before me establishing the Landlord attempted to address the issue with the window well before March 2026 and that he was prevented from doing so because of the Tenants' interference. Given this, it can not be argued the Landlord complied with the LTB Order which directed him to complete the Work by July 31, 2025.

Chain link fence

14. The Landlord was ordered to repair the chain-link fence between the rental unit property and neighbouring property, so that the fence stands perfectly erect and the chain-link fencing is secured properly to the framing by July 31, 2025. The Tenants submit that the Landlord has failed to complete this work.
15. The Landlord testified that the repairs to the chain-link boundary fence were completed and referred to the invoice from Keen Fences dated January 17, 2025. This invoice pre-dates both the hearing date and order issuance date for LTB-T-022062-22. Such invoice would have been contemplated by the Member who ordered further repairs. Given this, I am not sufficiently swayed that it confirms completion of the Work by July 31, 2025.

Clear debris and maintain common areas

16. The Landlord was ordered to clean away all debris that might be a health or safety hazard from the residential complex's common area located behind the rental unit by July 31, 2025. He was further ordered to ensure the ground and grassy areas are relatively level and free of tall grass, weeds and any green/tree growth that might pose a health or safety hazard.

17. The Tenants did not admit any evidence to corroborate their statement that the Landlord failed to comply with the requirement to clear debris and maintain common areas. No photographs were admitted into evidence by the Tenants depicting dirty common areas between April 23, 2025, and July 31, 2025. Accordingly, I am unable to conclude the Landlord did not comply with the order with respect to this issue.

Notices to residents

18. Finally, the Landlord was ordered to post and/or send a notice to all residents with respect to the disposal of garbage. The Landlord points to an email sent to residents dated December 13, 2024. I am of the view that this email was considered by the Member as it pre-dates the hearing date and order issuance date for LTB-T-022062-22. There is no evidence before me indicating the Landlord posted or sent a notice to all residents with respect to the disposal of garbage after April 23, 2025. As such, I am not satisfied the Landlord complied with the LTB Order.
19. Paragraph 8 of the Order states that if the Landlord does not comply with the required work by July 31, 2025, the Tenants are authorized to deduct \$500.00 from the monthly rent as an additional abatement of rent for each month the Work remains incomplete. The Landlord failed to sufficiently establish that he completed the Work by July 31, 2025. Given the Landlord did not complete all the Work by the deadline, the Tenants were entitled to deduct an additional \$500.00 from the monthly rent starting August 1, 2025. The authorized additional deductions were not reflected on the rent ledger, making the amount claimed owing on the N4 notice incorrect. As such, the N4 notice is invalid.
20. As the N4 notice is invalid, the application is dismissed.
21. The Landlord seemed to suggest he did not get an opportunity to present evidence or defend himself against the Tenants' allegations in LTB-T-022062-22. There is no record that the Landlord filed a request to review the decision. As such, the Order stands.

It is ordered that:

1. The Landlord's application is dismissed.

May 29, 2026
Date Issued

Sheena Brar
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.