



Order under Section 69 Residential Tenancies Act, 2006

Citation: Pier 100 Real Estate GP Ltd. v Legault, 2026 ONLTB 40555

Date: 2026-06-01

File Number: LTB-L-019549-26

In the matter of: 14, 309 GARDEN ST
CAMBRIDGE ON N3H4C8

Between: Pier 100 Real Estate GP Ltd. Landlord

And

Robin Legault Tenant

Pier 100 Real Estate GP Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Robin Legault (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 12, 2026 at 3:36 p.m.

The Landlord's representative Jennifer Smith and the Tenant Robin Legault attended the hearing.

Preliminary Issue:

Whether the Notice of Rent Increase was Properly Served

1. I deny the Tenant's motion challenging the validity of the N4 Notice of Termination on the basis of the alleged defective Notice of Rent Increase. Below are my reasons.
2. Section 116 of the *Residential Tenancies Act, 2006* (the 'Act') permits a landlord to increase rent by the annual guideline amount provided the proper notice is given.
3. The issue before me is not whether the Tenant actually came into possession of, or reviewed the Notice of Rent Increase, but whether the Landlord effected service in accordance with *the Act*.
4. The Landlord submitted both a copy of the Notice of Rent Increase and a certificate of service confirming service on September 23, 2025. A certificate of service is evidence capable of establishing that a document was served in the manner required by *the Act*. Once the landlord provides evidence of service, the evidentiary burden shifts to the Tenant to provide persuasive evidence rebutting that service.
5. Here, the Tenant's evidence amounts to an assertion that the Notice of Rent Increase was not received. However, non-receipt alone is not determinative where *the Act* deems

service effective once a document is served in an authorized manner. *The Act* does not require proof that the Tenant actually read or physically received the notice, only that the Landlord complied with the prescribed method of service.

6. There is also no allegation before me that the Notice of Rent Increase itself was defective, that the amount exceeded the lawful guideline increase, or that the timing of the increase failed to comply with the statutory requirements. In the absence of evidence undermining the certificate of service or establishing improper service, I prefer the Landlord's documentary evidence.
7. Accordingly, I find that the Notice of Rent Increase was properly served and legally effective, and therefore the N4 Notice of Termination is not invalid on that basis.

Determinations:

8. 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.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$1,118.42. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$36.77. This amount is calculated as follows: $\$1,118.42 \times 12$, divided by 365 days.
12. The Tenant has paid \$2,686.26 to the Landlord since the application was filed.
13. The rent arrears owing to May 31, 2026 are \$1,209.92.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Rent Deposit

15. The Tenant testified that when she moved into the rental unit in May 2015, she paid the former Landlord the rent deposit in cash. According to the Tenant, this payment represented the last months' rent.
16. The Tenant did not provide any documentary evidence to support this claim. The Tenant testified that the payment was made in cash and did not produce any receipts, bank records, or other documents to corroborate the alleged payment. The Tenant also did not call the former Landlord as a witness; had this individual been called as a witness, their testimony would have been subject to cross-examination, and this may have added credibility to the Tenant's submissions regarding the rent deposit.
17. The Landlord denies any rent deposit was collected by the Landlord, nor was a sum transferred from the previous Landlord at any point.

18. In this case neither party provided additional documentary evidence to support their respective positions regarding the amount of the last month's rent deposit.
19. I do not accept the Tenant's evidence that a deposit was paid in cash at the commencement of the tenancy to the previous Landlord as the Tenant led insufficient documentary evidence to support this claim.
20. With respect to the Landlord's evidence, the application filed with the Board indicates that the last month's rent deposit was \$0.00 and the Landlord's L1/L9 Information Update indicates "no" as to whether the rent deposit has changed. I prefer and place greater weight on the documentary evidence which exists rather than the Tenant's oral assertion that was completely unsupported by documentation.
21. On the balance of probabilities, I find it more likely than not that there is no last month's rent deposit.

Relief from eviction

22. 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 not be unfair to postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of *the Act*.
23. The Tenant testified it would be difficult to compete a housing search and find a suitable unit that can accommodate the Tenant and the Tenant's 16-year-old child. The Tenant further testified their primary source of income is Employment Insurance, with supplementary child tax benefits and CPP benefits, and that finding a new unit that is both affordable and suitable for her family in the community would be challenging given the current rental market conditions. The Tenant also testified she begins a new job next week. For these reasons, the Tenant requested a payment plan of \$200.00 per month until the arrears are paid in full, and should an eviction be granted, the Board delay the eviction up to 90 days.
24. The Landlord's representative submitted that any payment plan was inappropriate, as since the application the Tenant has only made modest payments despite the Tenant's own testimony that she earned an income of approximately \$1,700.00. The Landlord's representative further submitted that any delay past May 31, 2026 would only further prejudice the Landlord as the arrears were significant.
25. After considering all the circumstances, I find that it would not be unfair to postpone the eviction until June 30, 2026. While I am not persuaded the Tenant would be able to commit to a payment plan, as by her own testimony her average monthly household income only narrowly exceeds her average monthly household expenses of approximately \$1,800.00, and in this case the Tenant led no documentary evidence to support her testimony regarding either her income or expenses. This lack of corroborating evidence informs my decision that a payment plan is not realistic in the circumstances. While the Tenant provided additional testimony that their income from their new job would exceed their monthly expenses moving forward, the Tenant provided no documentary evidence to support this testimony either. Nevertheless, I find the delay will afford the Tenant with additional time to complete a housing search for an affordable and suitable unit for the

Tenant's family in the community which is appropriate given the Tenant's circumstances, without significantly prejudicing the Landlord.

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:**
 - \$2,514.34 if the payment is made on or before June 30, 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 30, 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 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$718.74. 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.
6. The Tenant shall also pay the Landlord compensation of \$36.77 per day for the use of the unit starting May 13, 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 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.

June 1, 2026
Date Issued

Greg Witt
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 31, 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 June 12, 2026

Rent Owing To June 30, 2026	\$5,014.60
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,686.26
Total the Tenant must pay to continue the tenancy	\$2,514.34

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

Rent Owing To Hearing Date	\$3,219.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,686.26
Total amount owing to the Landlord	\$718.74
Plus daily compensation owing for each day of occupation starting May 13, 2026	\$36.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	