



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-011506-26

In the matter of: 611, 360 Bobolink Ridge
STITTSVILLE ON K2V9V9

Between: Broadstreet Properties LTD Landlord

And

Cameron Murray Tenant
Jessica Kiss

Broadstreet Properties LTD (the 'Landlord') applied for an order to terminate the tenancy and evict Cameron Murray and Jessica Kiss (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on April 14, 2026.

The Landlord's Agent, Gabby Pouris, and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,598.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$85.41. This amount is calculated as follows: \$2,598.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$10,392.00, which is not disputed.
7. The Landlord claimed bank charges of \$5.00 for cheques tendered by or on behalf of the Tenants, which were returned NSF and \$40.00 for related administration charges.

8. The Landlord's Legal Agent advised the charges claimed by the Landlord related to electronic payments rather than physical cheques; although, he submitted on the Landlord's system these were recorded as electronic cheques and specific NSF dates were provided.
9. The bank charges were not substantiated with any supporting documentation and so these charges were not allowed.
10. Sub-section 87(5) of the Residential Tenancies Act, 2006 (the 'Act'), and section 17 of O.Reg 516/06 do not provide a remedy for charges for electronic payments that fail due to non-sufficient funds. In the above circumstances, I was not satisfied that recording an item as an electronic cheque means that the payment was actually made by cheque as contemplated under the Act. As a result, the Tenant is not responsible to pay the Landlord the NSF amount.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$2,598.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
13. Interest on the rent deposit, in the amount of \$47.23 is owing to the Tenant for the period from June 3, 2025 to April 14, 2026.

Issues the Tenant Raised

14. The Tenant raised section 82 issues for the Board to consider to offset the arrears outstanding, and the Landlord disputed the claims being made.
15. The Tenant testified that the Landlord did not give proper notice for maintenance, and the Landlord did enter their unit but there was banging on the roof from Dec 24, 2025- Dec 25, 2025, due to the timing of the Landlord doing work on the roof, it was Christmas and disruptive.
16. The Tenant testified that the Landlord's agent, Gabby Pouris (GP), harassed her on June 20, 2025, June 26, 2025, Aug 20, 2025, and from September to November 2025. The alleged harassment was from the Landlord providing the Tenant with continuous noise complaints and accusing the Tenant of leaving food in lobby which she disputes.
17. In response, the Landlord's agent testified that she provided the Tenant with notices in relation to the complaints and spoke with the Tenant about noise complaints she was receiving from other tenants in the building. The Landlord's Agent further testified that she believes she exercised due diligence when she contacted the Tenant to resolve the noise complaints. The complaints were coming from units that were below and adjacent to the Tenants' unit. She also had an in-person meeting with the Tenant to discuss the noise issues, and the Landlord offered to help the Tenant with the noise and move them to the 1st floor. The Landlord's Agent disputes these conversations were harassed the Tenant, but rather they were meant to ensure all complaints are addressed.

18. The Tenant testified that animal feces has been found on pathways & in the parking garage, and she has had to ensure that when her children are outside playing that they did not step in the animal feces.
19. In response to this issue, the Landlord's Agent testified that the property is a pet friendly property. The Tenant has never complained to the Landlord about this issue. The Landlord has a portal where the Tenant can submit complaints and maintenance issues, and there has never been such a complaint made by the Tenant. The Landlord's Agent further testified that they have 4 cleaners that work Monday to Friday, from 8:00 a.m. to 4:30 p.m., they are responsible for maintaining the property, and there have never been any complaints made about this issue.
20. The Tenant further testified that in July 2025, she gave the Landlord a N9 notice to terminate her tenancy, at which time the Landlord accepted the Tenant's notice, but within an hour of the Landlord accepting the notice to terminate, the Landlord changed their mind and refused to accept the notice.
21. The Landlord's Agent in response to this allegation, testified that at the time, she was new to her job, and after speaking with her boss, she discovered she was not able to accept the N9 notice to terminate the tenancy. She provided the Tenant an email response which explained to the Tenant why she declined her N9 in an email. The Tenant's suggested date of termination was July 1, 2025, but the Tenant did not provide the proper 60 days notice to the Landlord, and the term of the lease did not end until June 30, 2026. In other words, the earliest the Tenant could have ended the tenancy by notice was June 30, 2026.
22. The Tenant testified that the Landlord failed to provide proper notice that the elevator was unavailable because other tenants had reserved it or maintenance was being performed on it, which left the Tenant without use of the elevator on December 31, 2025.
23. The Landlord testified in response that the elevator was reserved by other tenants for moving purposes, but notice was posted at the elevator landings. On December 31, 2025, the elevator was booked from 9:00 a.m. to 11:00 a.m., 11:00 a.m. to 1:00 p.m., and again from 3:00 p.m. to 5:00 p.m.
24. The Tenant testified that there is an animal wash station in the building for their use, but they were not open for her to bathe her cat on September 17, 2025.
25. The Landlord's Agent in response testified that the Tenant does not have any animals in her home, and there is no documentation on the lease or in the Tenant's file to support this. The room with the animal wash stations in it was out of service for 48 hours, due to epoxy being applied to the floor, and notice was posted on the door, along with caution tape, as it was not available for anyone to use for safety purposes.
26. After hearing the evidence and testimony from the parties, I am not satisfied that the Tenant proved on a balance of probabilities any of the issues raised under section 82.
27. I am not satisfied that the Landlord was required to provide the Tenant notice that work on the roof was being completed as the Landlord did not enter the Tenant's unit, therefore, no notice was required from the Landlord.

28. The Landlord's Agent provided documentation evidence to support that notice was provided to the Tenant in relation to noise complaints being received from other tenants and I find that the Landlord has the right to investigate these complaints and an obligation to take reasonable steps to address them, which is not considered harassment. The Tenant failed to provide any documentation to support that the Landlord was acting in a harassing manner but rather the Tenant did not like the notices the Landlord was giving to her. Therefore, I am not satisfied that the Landlord harassed the Tenant.
29. In relation to the animal feces, the Tenant did not provide any documentation or evidence to support that the Landlord was made aware of these issues. The Landlord provided testimony that there are employees hired from Monday to Friday to assist with the upkeep of the maintenance around the rental property and was not aware of this issue before the Tenant raised it before the Board. I am not satisfied that the Tenant has proven on a balance of probabilities this was or is an ongoing issue due to the lack of evidence, dates the issues occurred, or when the Landlord was advised, as the Tenant failed to provide any particulars. The Landlord cannot reasonably be expected to respond to an issue of which they had no notice.
30. In relation to the N9 provided by the Tenant to the Landlord, while I acknowledge that the Landlord initially accepted the notice to terminate the tenancy, and then refused the notice provided by the Tenant, the Tenant stayed in possession of the rental unit at all times and did not pursue their intention to vacate the unit. The Tenant failed to provide any evidence as to how this incident impacted them, let alone substantially interfered with her reasonable enjoyment of the rental unit. Therefore I am not satisfied on a balance of probabilities that the Landlord substantially interfered with the Tenant, as the Tenant remained in the rental unit after the notice was refused.
31. In relation to the elevator not being able to be used on December 31, 2025, the Tenant indicated this caused inconvenience for her, and she was not able to leave her apartment for the day as she cannot take the stairs due to having a stroller. The Landlord provided notice to all tenants in the building that the elevator would be out of service for other tenants moving and provided a time frame as to when this would occur. The temporary unavailability of the elevator was very limited, involved notice, and reflects a service (reserving the elevator for moving) that is available to the Tenant as well. Therefore, I am not satisfied that the Landlord substantially interfered with the Tenant's reasonable enjoyment, nor did the Landlord reduce services or facilities.
32. In relation to the animal cleaning station, the Tenant testified that she was unable to bathe her cat when this station was not available to her due. The Tenant did not provide any evidence or testimony to support that she used this service on a regular basis, that she was impacted but the temporary unavailability of the station(s) and that she attempted to mitigate by bathing her cat within her rental unit, or the urgency to bathe her cat during the 48 hours when it was closed. The Landlord is required to maintain the property and the common spaces in accordance with the Act., The Landlord provided a reasonable explanation for why the room with the station(s) in it was closed for a very temporary period, because they had applied a epoxy. The Landlord's Agent testified, and the Tenant did not dispute, that the Landlord advised the tenants in the building of the temporary disruption. Therefore, I am not satisfied on a balance of probabilities that the Landlord

substantially interfered with the Tenant's reasonable enjoyment of the residential complex by temporarily making the animal washing station unavailable for maintenance.

Relief from eviction

33. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
34. The Tenant asked that if eviction is ordered, it is postponed to date of May 1, 2026, which the Landlord did not oppose. Due to the date that this order is being issued, I find it would be unfair to grant relief from eviction given the amount of time that has passed since the hearing, the outstanding amount of arrears and that the Tenant has failed to make any payments to the Landlord since the filing of the application on February 6, 2026.

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:**
 - \$15,834.00 if the payment is made on or before June 14, 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 14, 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 14, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,590.51. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$85.41 per day for the use of the unit starting April 15, 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 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 15, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before June 14, 2026, then starting June 15, 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 June 15, 2026.

June 3, 2026
Date Issued

Samantha Greaves
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 15, 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 14, 2026

Rent Owing To June 30, 2026	\$15,588.00
Application Filing Fee	\$186.00
NSF Charges	\$60.00
Total the Tenant must pay to continue the tenancy	\$15,834.00

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

Rent Owing To Hearing Date	\$8,989.74
Application Filing Fee	\$186.00
NSF Charges	\$60.00
Less the amount of the last month's rent deposit	- \$2,598.00
Less the amount of the interest on the last month's rent deposit	- \$47.23
Total amount owing to the Landlord	\$6,590.51
Plus daily compensation owing for each day of occupation starting April 15, 2026	\$85.41 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	