



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

File Number: LTB-L-024627-26

In the matter of: Top Floor, 12 ONTARIO ST W
MISSISSAUGA ON L5M1S8

Between: ANTHONY MARICOTTI Landlord

And

BILLY QUINNEY Tenant

ANTHONY MARICOTTI (the 'Landlord') applied for an order to terminate the tenancy and evict BILLY QUINNEY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 27, 2026. The Landlord, the Landlord's agent, Cole Maricotti, the Landlord's representative, Abubhav Saha, the Tenant's representative, Yasmin Van Maurik, 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). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The Landlord testified the lawful rent is \$1,235.00 and this became the lawful rent as a result of an notice of rent increase ("N1 notice") which was served on the Tenant on January 27, 2026, with the rent increase date of May 1, 2026. The Tenant did not agree and testified that the N1 notice was invalid as he did not receive the N1 notice until March 2026 and also the N1 notice did not identify the rental unit.

N1 notice served

4. The Landlord adduced evidence at the hearing that supported the N1 notice was served via email on January 27, 2026. The Tenant confirmed that he still uses

the email address the N1 notice was served to. I find the service of the N1 notice to be valid. The email used to serve the Tenant was one that both parties agreed had been used by the Tenant when corresponding with the Landlord.

N1 notice valid

5. The Tenant testified the N1 notice was invalid because it did not identify the rental unit. The Landlord did not dispute the rental unit address was not disclosed on the N1 notice. However, I find the N1 notice to be substantially compliant under section 212 of the Act. I make this finding because the N1 notice informed the Tenant the N1 notice was for them as it stated their name at the top, it also stated the date the increase were to come into effect, and it was also emailed to the Tenant. I am satisfied the Tenant knew, or ought to have known this notice of rent increase was for him and his rental unit.
6. Therefore, I find the lawful rent is \$1,235.00. It is due on the 1st day of each month.
7. The Tenant has paid \$2,445.00 to the Landlord since the application was filed.
8. The parties agreed the rent arrears owing to May 31, 2026 are \$2,920.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. Accordingly, the total amount the Tenant owes the Landlord is \$3,106.00.

No rent deposit

11. The Landlord testified they did not collect a rent deposit. The Tenant disputed this and testified they provided the Landlord with a rent deposit in the amount of \$950.00. I find in favour of the Landlord and determined there was no last month rent deposit collected by the Landlord. I make this finding because the parties agreed they were friends when the tenancy commenced. There was no written lease agreement that documented the Landlord receiving a last month rent deposit. What we have here is a he said – he said situation. When I asked the Tenant if they had any correspondences with the Landlord in which the rent deposit was discussed, he said there may be text message conversations to support this. However, the Tenant did not adduce any of these text messages into evidence at the hearing. If these text messages did exist, I would have reasonably expected the Tenant to provide them into evidence to support their position, considering the Tenant knew the Landlord had claimed there was no rent deposit collected as per the application.
12. The Tenant requested relief from eviction and proposed a payment plan. The Landlord opposed the payment plan. 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 grant relief from

eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The rent arrears are not substantial and should the Tenant comply with the payment plan below, there would be little prejudice on the Landlord.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,106.00 for arrears of rent up to May 31, 2026, inclusive of the filing fee.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$260.00 by June 20, 2026;
 - b) \$260.00 by July 20, 2026;
 - c) \$260.00 by August 20, 2026;
 - d) \$260.00 by September 20, 2026;
 - e) \$260.00 by October 20, 2026;
 - f) \$260.00 by November 20, 2026;
 - g) \$260.00 by December 20, 2026;
 - h) \$260.00 by January 20, 2027;
 - i) \$260.00 by February 20, 2027;
 - j) \$260.00 by March 20, 2027;
 - k) \$260.00 by April 20, 2027; and
 - l) \$246.00 by May 20, 2027.
3. The Tenant shall pay June 2026 rent in full by June 15, 2026. I am delaying June 2026 rent to ensure the Tenant receives a copy of my order prior to the payment date.
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period July 1, 2026 to May 31, 2027, or until the arrears are paid in full, whichever date is earliest.
5. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

June 4, 2026
Date Issued

Vishal Nanda
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.