



Order under Section 69 Residential Tenancies Act, 2006

Citation: 8613788 Canada Inc. v Michael David Strong, 2026 ONLTB 12582

Date: 2026-06-01

File Number: LTB-L-098758-25

In the matter of: 4, 9192 Highway 9
Palgrave ON L0N1P0

Between: 8613788 Canada Inc. Landlord

and

Mathew David Strong Tenants
Melissa Gayle

8613788 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Mathew David Strong and Melissa Gayle (the 'Tenants') because they did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 3, 2026.

The Landlords' Agents, Paolo Pambianchi and Zuhaib Ali, and the Tenants attended the hearing.

The Tenants spoke with Duty Counsel prior to the start of the proceeding.

The Tenant, Melissa Gayle, spoke on behalf of both Tenants.

Determinations:

Amendment of parties

1. Zuhaib Ali admitted into evidence two lease agreements signed on April 26, 2025. Both agreements are for the rental unit for a monthly tenancy commencing on April 22, 2025 at a lawful rent of \$2,855.00. One agreement lists "8613788 Canada Inc." as the Landlord and the other lists "Cap Family Holdings Inc." as the Landlord.
2. The Landlord's Agent, Paolo Pambianchi, testified that the rental unit is owned by 8613788 Canada Inc. He stated that 8613788 Canada Inc. is a parent corporation with a number of subsidiaries, one of which is Cap Family Holdings Inc.
3. I am satisfied Zuhaib Ali is an agent of the numbered corporation.

4. The Tenants agreed that the numbered company was the Landlord on their copy of the lease, and did not dispute the amendment.
5. As such, the application has been amended to remove Zuhaib Ali as a named party.

Is the N4 Notice Valid?

6. The Landlord served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The copy of the N4 Notice that was uploaded to the Tribunals Ontario Portal (TOP) was not signed.
7. The Landlord did not provide any evidence that a signed Notice was served, but I find that s. 212(2) of the *Residential Tenancies Act* provides that the Notice is substantially compliant and did not prejudice the Tenant's ability to participate in a hearing.
8. The Tenants dispute the arrears because they allege the Landlord was illegally deducting rent from Tenant Strong's pay. Tenant Strong works for AG Management Inc. The Landlords' Agent testified AG Management Inc. is another one of the related group of family companies for which the Landlord is the parent corporation.
9. The Tenant provided 6 paystubs between August 22, 2025 and October 31, 2025 into evidence from which rent was deducted. A total of \$10,338.61 was deducted during this period (Exhibit 1). There is no evidence this was applied to the arrears.
10. I note from the Landlord's ledger (Exhibit 2) that the arrears began on November 1, 2025, which prompted the Landlord to serve the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) on November 6, 2025 with a Termination Date of November 20, 2025.
11. The arrears listed on the Notice amounted to \$2,727.50.
12. I do not find that the payroll deductions for rent match the ledger provided by the Landlord (Exhibit 1). The Landlord claims they received \$2855.00 by two cheques, but the Landlord also received two pay deductions totaling \$1527.11 in October. This would mean they collected more than the legal rent for October 2025 which could have been applied to the rent in November 2025. and I was not presented with any paystubs or evidence that this deduction continued after October 2025. Had the garnishment been ongoing, I would have denied eviction due to s. 83(3) for serious ongoing breach of responsibilities.
13. This means that the arrears on the Notice are wrong, and the Notice is therefore invalid.
14. As of the hearing date, the Tenants were still in possession of the rental unit.
15. In my view, absent agreement or order, it is not permissible for an employer to garnish wages for rent type of deduction. The company garnishing wages was not listed as the Landlord in the lease. I reject the Landlord's position that this was permissible because the Landlord is the parent company of the Tenant's employer.

16. I also note that the lease provides that rent shall be paid by cash, cheque or e-transfer and there was no evidence of an order permitting direct garnishment of wages for rent.

It is ordered that:

1. As the Notice is invalid, the application is dismissed.

June 1, 2026
Date Issued

Vanessa Davies
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.