



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

File Number: LTB-L-108989-25

In the matter of: 30 LINCOLN DR
BELLEVILLE ON K8N0T8

Between: Taranjit Kanwal Landlord

And

Lacey Marie Asselstine Tenants
Tracy Lynn Plaskon

Taranjit Kanwal (the 'Landlord') applied for an order to terminate the tenancy and evict Lacey Marie Asselstine and Tracy Lynn Plaskon (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application);
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex have wilfully or negligently caused damage to the premises; and the Tenants have been persistently late in paying the Tenants' rent (L2 Application).

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on April 23, 2026.

Only the Landlord and the Landlord's legal Elizabeth Anani attended the hearing.

As of 11:07a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Preliminary issue

1. At the hearing, the Board raised a preliminary issue with respect to the validity of the first voidable N5 Notice of Termination. On December 3, 2025, the Landlord gave the Tenants a N5 notice of termination via courier, deemed served December 4, 2025. This notice alleged that the glass panel to the front door had been shattered and required replacement.

2. Subsection 43(2) of the *Residential Tenancies Act, 2006* ('the Act') requires that if a notice is given by a landlord, it shall set out the reason and details respecting the termination. The Divisional court in *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, clarified that the particulars that notices of termination should include are dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged by the tenant. This notice did not contain sufficient details and reasons as to the specific conduct engaged by the Tenants, another occupant, or someone the Tenants permitted that led to them causing the damage. Also, the notice indicated the Tenants can correct the problem by repairing the damaged property but also wrote that the door had to be replaced. The details with respect to how the Tenants could void the notice was inconsistent and confusing. Thus, for these reasons, the N5 notice was determined to be invalid.

L1 Application – Non-Payment of Rent

3. The Tenancy between the parties is a monthly tenancy.
4. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
5. As of the hearing date, the Tenants were still in possession of the rental unit.
6. The lawful rent is \$2,700.00. It is due on the 29th day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.
8. The Tenants have not made any payments since the application was filed.
9. The rent arrears owing to April 28, 2026, are \$17,455.00. However, since the tenancy is being terminated pursuant to the L2 application as explained below, the arrears ordered will be calculated to the date of the hearing.
10. The Landlord incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,700.00 from the Tenants and this deposit is still being held by the Landlord. Since the tenancy is being terminated pursuant to the L2 application, in accordance with subsection 106(10) of the Act the last month's rent deposit shall be applied to the rent for the last month of the tenancy.
12. Interest on the rent deposit, in the amount of \$171.66 is owing to the Tenants for the period from August 31, 2023, to April 23, 2026.

L2 Application – Persistent Late Payment of Rent

13. On December 3, 2025, the Landlord gave the Tenants an N8 Notice of termination via courier (deemed served December 4, 2025). The notice was signed December 3, 2025,

and considering the 12-month period from this signing date (to December 2024), the notice of termination alleges that the Tenants have been persistently late in paying the Tenants' rent from March 2025 to December 2025. For November and December 2025, the notice indicates that no rent was paid by the Tenants.

14. The notice outlines for each month when the late payments were made by the Tenants. The Landlord confirmed the details on the N8 notice of termination with respect to the late payments from rent from March 2025 to December 2025.
15. Based on the evidence adduced at the hearing, I am satisfied that the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 29th day of each month. The rent has been paid late 8 times from March 2025 to December 2025. The payment dates alleged in the notice and proven by the Landlord are as follows: March 2025, April 2025, July 2025, August 2025, September 2025, October 2025, November 2025, and December 2025. In my view, the fact that no rent was paid for November 2025 and December 2025, still constitutes a late payment.

Relief from Eviction

16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenants, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlord's legal representative is not aware of any circumstances which the Board should be made aware of whether to refuse or delay the eviction.
17. The Landlord seeks a non voidable order for termination of the tenancy pursuant to the L2 application and an order for arrears on the L1 application. Given my findings above, I am satisfied that the request is appropriate.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 16, 2026.
2. Pursuant to the L1 Application, the Tenants shall pay the Landlord \$14,377.36. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. The Tenants shall also pay the Landlord compensation of \$88.77 per day for the use of the unit starting April 24, 2026, until the date the Tenants move out of the unit.
4. If the Tenants do not pay the Landlord the full amount owing on or before June 16, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 17, 2026, at 4.00% annually on the balance outstanding.

5. If the unit is not vacated on or before June 16, 2026, then starting June 17, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 17, 2026.

June 5, 2026
Date Issued

Inderdeep Padda
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 of the Tenants expires on December 17, 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 Tenants must pay as the tenancy is terminated

Rent Owing to April 23, 2026	\$17,063.02
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$2,700.00
Less the amount of the interest on the last month's rent deposit	-\$171.66
Total amount owing to the Landlord	\$14,377.36
Plus, daily compensation owing for each day of occupation starting April 24, 2026	\$88.77 (per day)