



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-022478-26

In the matter of: Unit # 2, 427 McIntyre St East
North Bay ON P1B 1E1

Between: Benjamin Sabourin Landlord

And

Alexis Stables Tenants
Cody Scarff

Benjamin Sabourin (the 'Landlord') applied for an order to terminate the tenancy and evict Alexis Stables and Cody Scarff (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 28, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

Preliminary Issues:

Validity of the Notice of Termination?

1. Section 43(1)(a) of the *Residential Tenancies Act, 2006* ('the Act') states in part that where the Act permits a landlord to give a notice of termination the notice shall identify the rental unit for which the notice is given.
2. The N4 Notice describes the rental unit as "427 McIntyre St East North Bay ON P1B 1E1". It does not list the unit # of the rental unit. The Certificate of Service and L1 Application identify the rental unit as "unit 2".
3. A landlord must properly identify the rental unit on a notice of termination for two reasons. First, because it is a statutory requirement. Second, for the practical reason that the sheriff will not be able to enforce an eviction order that does not properly identify the rental unit as there may be confusion over which unit the order relates to.

4. The N4 Notice was served by placing the notice in the mailbox. The Landlord states that the rental unit has multiple rental units and each have their own mailbox.
5. In determining whether a notice of termination is void because it does not meet a statutory requirement I must apply s.212(2) of the Act which states:
 - (1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient.
 - (2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act.
6. In this case, both Tenant's, Alexis Stables ('AS') and Cody Scarff ('CS') acknowledge receiving the N4 Notice and did not indicate that the lack of the unit number caused any confusion or uncertainty as to whether this N4 is intended to apply to their tenancy at unit #2. Therefore, I find that the N4 Notice is substantially compliant with s.43(1)(a) of the Act because the omission of the unit number did not significantly prejudice the Tenants' ability to participate in a proceeding.
7. I also find that it would not be unfair to amend the application to indicate that the rental unit is "unit 2".

Removal of Alexis Stables from Joint Tenancy

8. The Landlord submits AS terminated her interest in this joint tenancy on May 31, 2026 by providing 60-days notice via text. AS also advised she would be vacating the rental unit on or before May 31, 2026.
9. AS testified that she will vacate the rental unit on or before May 31, 2026 and acknowledges joint liability for any arrears until that time.
10. The Landlord, AS and CS consented to the AS being removed from the tenancy effective May 31, 2026.
11. Absent the circumstances set out in s.47.2, which are not relevant here, the Act does not permit a tenant in a joint tenancy to terminate just their own interest in an ongoing joint tenancy. Therefore, while AS has not lawfully "terminated" her tenancy, I find that as all parties agreed this joint tenancy is to be amended effective May 31, 2026, by removing AS. AS will therefore be removed as a Tenant effective May 31, 2026. The tenancy will continue with CS as the sole Tenant on June 1, 2026.

L1 Application

12. 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.

13. As of the hearing date, the Tenants were still in possession of the rental unit.
14. The lawful rent is \$1,838.00. It is due on the 1st day of each month.
15. Based on the Monthly rent, the daily rent/compensation is \$60.43. This amount is calculated as follows: $\$1,838.00 \times 12$, divided by 365 days.
16. The Tenant has paid \$2,315.00 to the Landlord since the application was filed.
17. The rent arrears owing to May 31, 2026 are \$3,687.00.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlord collected a rent deposit of \$1,800.00 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.
20. Interest on the rent deposit, in the amount of \$60.33 is owing to the Tenant for the period from January 1, 2025 to May 28, 2026.

Relief from Eviction

21. 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.
22. AS testified she fell into arrears upon loss of her part-time employment. AS stated that she could no longer afford the rent and decided to vacate the rental unit.
23. CS testified that he fell into arrears upon loss of his full-time employment at Kal Tire, has been relying on his Employment Insurance and believes he has located a new job. CS does not have dependents and suggested a payment plan of \$250.00 a month to repay the arrears. In the alternative, he sought 2-months to vacate the rental unit.
24. It was undisputed that the Landlord has attempted to work with the Tenants on a repayment arrangement and the Tenant's have been attempting to repay the arrears. The Landlord states that he has a mortgage on the building and relies on the rental payments to maintain the residential complex.

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:**
 - \$5,711.00 if the payment is made on or before June 15, 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 15, 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 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,866.71. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$60.43 per day for the use of the unit starting May 29, 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 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 15, 2026, then starting June 16, 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 16, 2026.
10. Alexis Stables and Cody Scarff are jointly liable for the rent arrears owing up to May 31, 2026 totaling \$3,687.00, plus the filing fee of \$186.00. Cody Scarff is solely liable for any rent arrears or joint compensation that becomes owing on order after June 1, 2026.

June 4, 2026
Date Issued

Angela Smith
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 16, 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 15, 2026

Rent Owing To June 30, 2026	\$7,840.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,315.00
Total the Tenant must pay to continue the tenancy	\$5,711.00

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

Rent Owing To Hearing Date	\$5,856.04
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,315.00
Less the amount of the last month's rent deposit	- \$1,800.00
Less the amount of the interest on the last month's rent deposit	- \$60.33
Total amount owing to the Landlord	\$1,866.71
Plus daily compensation owing for each day of occupation starting May 29, 2026	\$60.43 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	