



Order under Section 69 Residential Tenancies Act, 2006

Citation: Orchard Apartments (3094) LP v Jackson, 2026 ONLTB 45273

Date: 2026-06-09

File Number: LTB-L-021374-26

In the matter of: 14, 3094 JAGUAR VALLEY DRIVE
MISSISSAUGA ON L5A2J4

Between: Orchard Apartments (3094) LP

Landlord

And

Michael Maurice Jackson
Natasha Annabelle Smith

Tenants

Orchard Apartments (3094) LP (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Maurice Jackson and Natasha Annabelle Smith (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's Legal Representative Anna Peluso and the Tenant Natasha Annabelle Smith 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 \$1,986.96. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.32. This amount is calculated as follows: \$1,986.96 x 12, divided by 365 days.
5. The Tenant has paid \$5,950.00 to the Landlord since the application was filed.
6. The Landlord alleges the rent arrears owing to May 31, 2026 are \$126.34.

7. The Tenant disputes that amount of arrears owing stating that she received cash from a roommate, which she placed in an envelope to pay rent for February, 2025, and that there should be no arrears owing. She has been living in the rental unit for five years and has never been short on her rent.
8. The Landlord claims that the amount for February's rent was short. The Landlord photocopied the money that was received from the Tenant, and attach the photocopy to the Tenants file. The Landlord does this whenever cash is received as payment towards rent in case an issue such as this arises.
9. Without positive evidence, it is very difficult to establish a negative claim. Thus, in order for the Tenants' claim to be successful, they must provide some positive proof of the disputed payment, which, I find, they did not do.
10. Although the Tenants have an honest belief that the full payment for February's rent was made, I find that, on a balance of probabilities, it is more likely than not that the Tenants payment was short, and the arrears owing to May 31, 2026 are \$126.34.
11. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
12. 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 pursuant to subsection 83(1)(a) of the Act.

It is ordered that:

1. The Tenants shall pay to the Landlord \$126.34, which represents the balance of the rent arrears to May 31, 2026.
2. The Tenants shall also pay to the Landlord \$201.00 for the cost of filing the application.
3. If the Tenants do not pay the Landlord the full amount owing on or before June 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 21, 2026 at 4.00% annually on the balance outstanding.

June 9, 2026
Date Issued

Sean Ramage
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.