



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

File Number: LTB-L-023495-26

In the matter of: 103, 356 Dundas Street
London ON N6B1V7

Between: Indwell Community Homes Landlord

And

Candice Pritchard Tenant

Dan Hunter and Linda Forget (the 'Landlord') applied for an order to terminate the tenancy and evict Candice Pritchard (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 4, 2026.

The Landlord's Agent, Dan Hunter and the Tenant attended the hearing.

Preliminary Issue

1. There is no dispute Dan Hunter and Linda Forget, are Agents of the Landlord. The Landlord is Indwell Community Homes. The application was amended accordingly. The amendment is reflected on the style of cause of this order.
2. The Landlord provided post hearing submissions by June 5, 2026. Since the Landlord has complied with our oral direction, we considered the post hearing submissions.

Determinations:

3. 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.
4. The Landlord requested the consent of the Board to convert the L1 application because he was not seeking an eviction order. As such, the L1 application was converted to an L9 application for arrears only.

5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$611.96. It is due on the first day of each month.
7. The rent arrears owing to June 30, 2026, are \$28.87 which is the shortfall Ontario Disability Support Program (ODSP) did not pay on the Tenant's behalf for specific months of January 2024 and January 2025. We considered the following:
8. The parties agree the Tenant has authorized Ontario Disability Support Program ('ODSP') to send her shelter allowance to the Landlord directly which covers the Tenant's monthly rent charges.
9. The parties further agree that the monthly rent for January 2024 was \$584.77 and \$599.83 for January 2025.
10. The Landlord's Agent stated that on December 20, 2023, the Landlord received \$522.00 from ODSP plus a payment from 'London care' on December 12, 2023, in the amount of \$48.51 which the Landlord applied to the Tenant's January 1, 2024, rent charges. The rent is $\$584.77 - \$522.00 - \$48.51 = \14.26 is the balance outstanding that the Tenant did not pay.
11. The receive payment from ODSP on December 20, 2024, in the amount \$584.17 was applied to the Tenant's January 1, 2025 rent charges. The rent is $\$599.83 - \$584.17 = 14.61$ balance outstanding that the Tenant has not paid.
12. In support of the Landlord's claim, the Landlord's Agent submitted a rent ledger for Unit 103 (DOC-7785886). We also considered the post hearing submission payment receipts to corroborate the amounts that ODSP paid these months. (DOC-8099848 & DOC-8099864) which also confirm that ODSP paid the Landlord \$522.00 on December 20, 2023, and \$584.77 on December 20, 2024, which is also in line with the oral evidence from the Landlord's Agent.
13. The Tenant submitted an ODSP pay stub dated January 31, 2025 for the period January 1-31, 2025 (DOC-7947566), and it confirms that the Landlord was paid \$599.83 on January 31, 2025. The Tenant also submitted two letters from ODSP: one letter dated September 24, 2024 (DOC-7947148) stating that commencing January 2025, ODSP would pay the Landlord \$599.83 in rent on behalf of the Tenant; and the other letter, dated March 11, 2026 (DOC-7933802) that states on January 31, 2024 ODSP paid the Landlord \$584.77 in rent on the Tenant's behalf. The Tenant's position is that these documents show that the rent for January 2024 was paid by ODSP on January 31, 2024, and that the rent for January 2025 was paid on January 31, 2025.
14. While on this application, the Landlord bears the overall burden of proof, it cannot prove a negative. In other words, it cannot prove that rent has not been paid. The Tenant therefore has the burden on a balance of probabilities to show that the alleged rent has been paid.
15. Having considered the Tenant's evidence, we are not satisfied on a balance of probabilities that the Tenant has met her burden. The documentary evidence

provided by the Tenant confirms that ODSP paid rent on her behalf on January 31, 2024, and January 31, 2025, respectively; it does not show that those payments were made in full and to be applied for the rental periods of January 2024 and January 2025.

16. Further, it is illogical that ODSP would pay rent on January 31, 2024, when rent charges are due on the first day of January 2024. ODSP payments are usually made a few days before the first day of the month for practical reasons to ensure program recipients can pay rent on time, otherwise it exposes recipients that are tenants to the risk of eviction proceedings.
17. What is more likely is that the payments received on January 31, 2024, and January 31, 2025, were for the upcoming rental periods of February 2024 and February 2025. This finding is consistent with the evidence provided by the Landlord.
18. Accordingly, we find that the Tenant owes the Landlord \$28.87 for arrears of rent to up to June 30, 2026, plus the Landlord's cost of the application filing fee of \$186.00, for a total of \$214.87.
19. Since an oral decision was not rendered at the hearing, interest on the outstanding balance will start July 31, 2026. This will allow the Tenant additional time to sort out her finances given the outcome of this order.
20. This order contains all the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord \$214.87 for arrears of rent up to June 30, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 on or before July 31, 2026.
3. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00 % annually on the balance owing.

June 17, 2026
Date Issued

Andrew Hyland
Member, Landlord and Tenant Board

Sandra Macchione
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.