



**Order under Subsection 74(2)
Residential Tenancies Act, 2006**

File Number: LTB-L-027154-26

In the matter of: 908, 106 BASE LINE RD W
LONDON ON N6J3V3

Between: Boardwalk General Partnership Landlord

And

Tara Dickenson Tenant

Boardwalk General Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Tara Dickenson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord Agent, Nancy Peng, Landlord Representative, Anlly Gallego, Tenant Representative, Nazia Fahreen, and the Tenant attended the hearing.

Preliminary Matter

1. The Tenant's Representative raised a preliminary matter at the hearing, submitting that the N4 Notice of Termination was defective because the Tenant made a payment on March 6, 2026, the day the N4 was served, that was not captured on the N4. The Tenant stated that they did not receive the N4. The Tenant's Representative further submitted that there was a defect in the L1 Application, as it did not include January's rent arrears, which was included in the N4. The Tenant Representative submitted that the Tenant should be entitled to a refund of the filing fee as the application was improperly brought before the Board.
2. I am satisfied, based on the Certificate of Service and the Landlord's Representative's submissions, that the N4 was properly served on the Tenant on March 6, 2026. The Landlord's Legal Representative stated that the N4 was served prior to the March 6th payment being made and that the payment did not void the Notice, as it did not pay all outstanding arrears of rent. Additionally, although January's arrears were listed on the N4, the Tenant had paid January's arrears by the date that the L1 Application was filed. Accordingly, January's rent arrears were not claimed on the L1 Application, as they were no longer outstanding.

3. As the Landlord was entitled to file this L1 Application with the Board to receive the payment of lawful rent from the Tenant, and therefore had to incur the filing fee, I find that the Landlord is entitled to recover the cost of the filing fee from the Tenant. As the Landlord's Application was properly brought before the Board, the Tenant is not entitled to a refund of the filing fee.

Determinations:

4. The Landlord advised the Board that prior to the hearing the Tenant paid all the rent that was in arrears and all additional rent that would have been due under the tenancy agreement for the period ending June 30, 2026, and the filing fee.
5. Therefore, the Landlord's application for an order terminating the tenancy and evicting the Tenant based upon arrears of rent is discontinued to June 30, 2026.

June 16, 2026
Date Issued

Elizabeth Garofalo
Member, Landlord and Tenant Board

Nicola Mulima
Vice Chair, 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.