



Order under Section 69 Residential Tenancies Act, 2006

Citation: 325 Saguenay Inc. v MacNeal, 2026 ONLTB 36058

Date: 2026-06-16

File Number: LTB-L-016043-26

In the matter of: 8, 325 SAGUENAY AVE
OSHAWA ON L1J2M9

Between: 325 Saguenay Inc. Landlord

And

Sean MacNeal Tenant

325 Saguenay Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sean MacNeal (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 30, 2026.

The Landlord's legal representative Lorrie McCullough and the Tenant attended the hearing. Another occupant of the rental unit – Suann Roach Manning – also attended.

Determinations:

Preliminary Issue: The Identity of the Tenant

1. Two individuals identified themselves as tenants of the rental unit at the hearing: Sean MacNeal – the named respondent to the Landlord's application – and Suann Roach Manning. Only Mr. MacNeal is listed on the Notice to End Tenancy Early for Non-payment of Rent (the 'N4 Notice').
2. I asked the Landlord's legal representative to provide a copy of the lease between the parties. The lease provided lists two Tenants: Sean MacNeal and Shirley Roach. However, the lease is not signed by either. The Landlord's legal representative clarified that she believed Shirley Roach was a tenant of the rental unit before passing away, but no evidence of her death was provided.
3. I asked the Tenant and Ms. Manning for clarification. Ms. Manning stated that she is the same individual listed on the lease. I asked for further clarification as to why she would have identified herself as Shirley Roach to her Landlord but signed in as Suann Roach Manning. No plausible explanation for this discrepancy was given by Ms. Manning or Mr. MacNeal.

4. The Landlord's legal representative also directed me to a previous order of the Board – LTB-L-014944-25, dated May 27, 2025 – and a Notice of Rent Increase served by the Landlord on the Tenant. Neither document refers to Shirley Roach or Suann Roach Manning.
5. I am not satisfied, on a balance of probabilities, that the individual who signed into the hearing as Suann Roach Manning is the same individual as the Shirley Roach who is a signatory of the lease. Further, no reliable evidence was put forward by Mr. MacNeal or Ms. Manning to support the position that the Landlord should have named a second tenant on the N4 Notice. Having been confronted with the issue, the Tenant bears the evidentiary burden of establishing another Tenant has been improperly omitted from the Landlord's N4 Notice. The Tenant has not done so.
6. As such, I am satisfied that it is more likely than not that Sean MacNeal is the only Tenant of the rental unit and, therefore, the N4 Notice is valid.
7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$1,335.23. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$43.90. This amount is calculated as follows: $\$1,335.23 \times 12$, divided by 365 days.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to April 30, 2026 are \$3,978.23.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,307.77 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.
15. Interest on the rent deposit, in the amount of \$15.95 is owing to the Tenant for the period from October 1, 2025 to April 30, 2026.
16. 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.
17. The Tenant testified that he has been receiving unemployment benefits since February 2026 – the same month the Landlord served the N4 Notice. None of this money has been used to pay the rent owed to the Landlord. In these circumstances, relief from eviction is unwarranted. To preserve the tenancy, the Tenant must pay off the arrears in accordance with the order below.

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:**
 - \$5,499.46 if the payment is made on or before May 16, 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 May 16, 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 May 16, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,840.51. 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 \$43.90 per day for the use of the unit starting May 1, 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 May 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 17, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 16, 2026, then starting May 17, 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 May 17, 2026.

June 16, 2026
Date Issued

Jeremy Henderson
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 November 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 16, 2026

Rent Owing To May 31, 2026	\$5,313.46
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,499.46

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

Rent Owing To Hearing Date	\$3,978.23
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,307.77
Less the amount of the interest on the last month's rent deposit	- \$15.95
Total amount owing to the Landlord	\$2,840.51
Plus daily compensation owing for each day of occupation starting May 1, 2026	\$43.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	