



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

File Number: LTB-L-107702-25

In the matter of: APT - A, 3369 LAKE SHORE BLVD W
ETOBICOKE ON M8W1N1

Between: 1895695 ONTARIO LIMITED. Landlord

And

Angel Brisbois Tenant
Ashley Brisbois

1895695 ONTARIO LIMITED. (the 'Landlord') applied for an order requiring Angel Brisbois and Ashley Brisbois (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on May 11, 2026.

The Landlord and the Landlord's Legal Representative Zain Zahidi and both named Tenants attended the hearing.

Determinations:

1. At the hearing the Tenants sought an adjournment on the basis that the Application contained the wrong names for both Tenant's. The Landlord's Legal Representative explained that an amended Application had been filed which corrected this oversight.
2. The Tenants also sought an adjournment on the basis that they were not served with the notice of hearing until it was served by the Landlord's representative on May 6, or May 7, 2026, and therefore did not have time to submit their own evidence. The Tenant Ashley Brisbois testified that she had not taken any steps to prepare and submit their evidence because it the process was unfamiliar to them.
3. She testified that they did not have access proper access to their mailbox and had vacated the rental temporarily because of a problem with the water in the unit and were coming back and forth to the unit, and when they came back to the rental unit on May 6 or May 7, 2026, they found the notice of hearing.
4. After consideration the Tenant's submissions I denied the adjournment request.
5. Interpretation Guideline 1 states:

Parties are expected to make any necessary arrangement to proceed with a case management or merits hearing on the date set out in the Notice of Hearing. The granting of adjournments is at the discretion of the Member hearing the application or the Hearing Office conducting the case management. Pursuant to s. 21 of the *SPPA*, an adjournment will only be granted by the Board if it is required to permit an adequate hearing to be held.

Where the Member is satisfied that the party has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date, an adjournment is not usually granted unless there are exceptional circumstances.

The specific factors the Member may consider in deciding whether to grant an adjournment include:

1. the reason for the adjournment and position of the parties;
 2. the issues in the application;
 3. any prejudice that may result from granting or denying the request;
 4. the history of the proceeding including other adjournments or rescheduling;
 5. the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
6. While this guideline is not binding on me, I find no reason to deviate from it here. The Board's records indicate that the Notice of Hearing was mailed to the Tenants on April 8, 2026. I note that the Tenant's testimony was that they had temporarily vacate the rental unit and were returning occasionally, and it was during one of these trips that they discovered the notice of hearing. The Tenant was aware the Landlord was claiming they were in arrears on rent and could reasonably have expected that a notice of hearing would follow. I am satisfied that it is therefore reasonable to expect the Tenant to conduct due diligence, such as checking for the notice of hearing more frequently, or setting up mail forwarding, if they were going to be away from the rental unit.
 7. Therefore, I am satisfied that the notice of hearing was mailed to the Tenants by the Board, and was not discovered by the Tenants until May 6 or May 7, 2026 due in part to a lack of this due diligence. I am not satisfied that this warrants an adjournment and am satisfied that the Tenants have had adequate time to prepare for this proceeding.
 8. Additionally, the Tenant testified that after becoming aware of the hearing date they did not take any steps to prepare and secure evidence, because they had missed the deadline. I am not satisfied by this response. I would expect the Tenant to make reasonable efforts to prepare and serve their evidence prior to the proceeding, rather than simply attending to seek an adjournment, as such conduct is more akin to a demand for an adjournment as the Tenant takes the position that without their evidence, which they have not prepared, the hearing cannot proceed.

9. I am not satisfied that the Tenants have articulated any prejudice as a result of the misspelling of their names on the L1 Application and note that an amended Application was filed by the Landlord. Therefore, I elected to deny the adjournment request.
10. The Application is amended to reflect the correct names of the two named Tenants as Angel Brisbois and Ashley Brisbois

The L9

11. The Landlord filed an L1 Application seeking both arrears and termination.
12. The Certificate of service provided by the Landlord indicates that the N4 Notice of Termination was mailed to the Tenants on December 8, 2025. At the hearing the Landlord's Legal Representative confirmed this date. Therefore, the N4 was deemed served December 13, 2025. The Termination date in the N4 Notice of Termination is December 20, 2025.
13. Section 59(1) of the *Residential Tenancies Act*, 2006 states:

59 (1) If a tenant fails to pay rent lawfully owing under a tenancy agreement, the landlord may give the tenant notice of termination of the tenancy effective not earlier than,

(a) the 7th day after the notice is given, in the case of a daily or weekly tenancy; and

(b) the 14th day after the notice is given, in all other cases. 2006, c. 17, s. 59 (1).
14. Accordingly, the N4 Notice of Termination does not provide the Tenant 14 days to pay the arrears and void the notice and is therefore invalid.
15. The Landlord subsequently sought an order for arrears only. Therefore, the Application is converted to an L9 for arrears only.
16. As of the hearing date, the Tenant was still in possession of the rental unit.
17. The Tenant did not pay the total rent they were required to pay for the period from October 1, 2025 to May 31, 2026.
18. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
19. The Tenant has not made any payments since the application was filed.
20. The rent arrears owing to May 31, 2026, are \$14,900.00 The Tenant disagreed with the quantum of arrears claimed by the Landlord. She testified that she had made additional payments to the Landlord and had previously paid in cash before stopping this practice. However, the Tenant did not provide any documentation in support of this alleged payment. I note that the Landlord cannot prove a negative (that the rent has not been paid) and I would expect the Tenant to provide some documentation or other proof (bank records, rent receipts, cheque copies, or E-Transfer records) in support of the alleged payment. Therefore, I am satisfied that the arrears are \$14,900.00

21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. The Tenant sought a minimum of a month or a month and a half to pay the arrears. Given the date of this order, I find that a standard order is appropriate as this provides the Tenant with approximately a month and a half from the hearing date to pay the arrears.

It is ordered that:

1. The Tenant shall pay to the Landlord \$15,086.00 This amount includes rent arrears owing up to May 31, 2026 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before June 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 27, 2026 at 4.00% annually on the balance outstanding.

June 15, 2026
Date Issued

Reid Jackson
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.