



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-067771-25

In the matter of: Main floor, 52 KERRISON DR W
AJAX ON L1Z1K2

Between: Nash Realty Development Corp. Landlord

And

Jesus Alejandro Albores Tenant

Nash Realty Development Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Jesus Alejandro Albores (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 6, 2026.

The Landlord's Agent, Nash Krishnan, the Landlord's Legal Representative, Lisa Lynn Duchene, the Tenant and the Tenant's Legal Representative, Sathiyapriya Kalaimathian attended the hearing.

Determinations:

Preliminary Issue #1 – Tenant's Name in N4 Notice

1. The Tenant raised a preliminary issue that his name did not set out his full legal name of "Jesus Alejandro Albores." The Tenant's name in the Notice of Termination is set out as "Jesus Alejandro." The Tenant requested that the N4 Notice of Termination be found defective based on the Landlord's failure to set out the Tenant's full name.
2. Section 212 of the *Residential Tenancies Act, 2006* (the 'Act') states:

212 (1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient.

(2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long **as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act** [emphasis added].

3. The Tenant was present and I was not satisfied there was any confusion with regards to the N4 notice of participation. The Tenant was not prejudiced in their ability to participate in the proceeding.
4. The Tenant's request to dismiss the application on this basis is denied. Pursuant to subsection 200(1) of the Act, the application is amended to reflect the correct spelling of the Tenant's name as "Jesus Alejandro Albores."

Preliminary Issue #2 – Who is the Landlord?

5. The Tenant's Witness, Anapalagan Kanesamoorthy ('AK'), testified that she is the Landlord of the property rather than Nash Realty Development Corp.
6. The Landlord takes the position that Nash Realty Development Corp is the mortgagee in possession and is a deemed Landlord pursuant to section 47 of the *Mortgages Act*, RSO 1990, c M. 40.
7. The Landlord entered into evidence a letter from the Landlord's Legal Representative, Walker Law, dated May 13, 2025 in which the Landlord's Legal Representative informed the Tenant that as per the Notice of Attornment dated April 22, 2025, there was a change in landlord and directed the future rent be paid directly to Nash Realty Development Corporation as the mortgagee in possession of the property. The letter dated May 13, 2025 reiterates to the Tenant that Nash Realty Development Corporation is the mortgagee in possession and directs the Tenant to pay the rent to them.
8. The Landlord's Agent, Nash Krishnan ('NK') testified that the former landlord defaulted in the mortgage on May 26, 2022. A Notice of Attornment was given on April 22, 2025 and thus, the mortgagee was entitled to take possession as a result on April 22, 2025.
9. Subsection 47(1) of the *Mortgages Act*, RSO 1990, c. M. 40 states:

A person who becomes the mortgagee in possession of a mortgaged residential complex which is the subject of a tenancy agreement between the mortgagor and a tenant or who obtains title to the residential complex by foreclosure or power of sale shall be deemed to be the landlord under the tenancy agreement.

10. Subsection 47(2) of the *Mortgages Act*, RSO 1990, c. M. 40 states that the previous landlord ceases to be the landlord during this period.
11. Section 49 of the Act absolves a Tenant from paying rent to the former landlord upon receiving a notice of attornment.
12. Based on the evidence before me, I find that Nash Realty Development Corp., the creditor, has exercised their right of attornment of rents and thus, became the mortgagee in possession and the Landlord of the residential complex as of April 22, 2025 and the Tenant was obligated to pay them starting that day.

L1 Application – Non-Payment of Rent

13. 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.
14. As of the hearing date, the Tenant was still in possession of the rental unit.

What is the Lawful Monthly Rent

15. NK testified that he was informed by AK's real estate agent that the monthly rent was \$2,000.00.
16. The Tenant submits that he was paying \$750.00 per month to rent a room in the house.
17. Neither the Landlord nor the Tenant provided a copy of the lease into evidence. The only supporting evidence before me with regards to the rent amount was a screenshot of an e-transfer payment of \$2,000.00 made by the Tenant to the Landlord. The Landlord submits that this was the amount the Tenant paid to rent the entire main floor of the rental unit. The Tenant testified that while he paid \$2,000.00, this was a collection of rent from other residents of the rental unit and that his portion of the rent is \$750.00.
18. While the Tenant asserts that his portion of the rent is \$750.00, there was no evidence before me that the Tenant was only responsible for \$750.00 of the rent. The Tenant did not deny that he paid \$2,000.00 to the Landlord but testified that the amount he pays is an amalgamation of rent collected between him and other Tenants. However, there was no evidence that the Tenant had entered into a lease agreement for \$750.00, had paid only \$750.00 for any period or that he had collected rent from other Tenants on the Landlord's behalf as he alleges. I found the Landlord's record of payment to be more credible with regards to the amount collected. As a result, I find that the lawful monthly rent is \$2,000.00.
19. While the Tenant testified they entered into a new lease with the former landlord, AK at a rent of \$6,100.00 effective May 10, 2025, as I have found above, Nash Realty Development Corp., stepped into the role of the Landlord effective April 22, 2025 and pursuant to section 47(2) of the *Mortgages Act*, RSO 1990, c. M. 40, "a person who is the landlord under the tenancy agreement ceases to be the landlord while another person is deemed to be a landlord under subsection (1).
20. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
21. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
22. The Tenant has not made any payments since the application was filed. The Tenant testified that he paid the rent up to December 2025 to AK. However, no supporting evidence of the Tenant's payments were entered into evidence.
23. While the landlord bears the burden of establishing that their tenant owes arrears, once the landlord has given some credible evidence that payments were not made, the tenant bears the evidentiary burden of establishing that a particular payment or payments were made:

see *Muati v. Gibbs*, 2019 ONSC 3355 (Div. Ct.). I was satisfied that the Landlord has provided credible evidence that payments were not made and was not satisfied that the Tenant has discharged their burden of demonstrating that they made additional payments that were not credited by the Landlord.

24. The rent arrears owing to March 31, 2026 are \$34,000.00.
25. The Landlord incurred costs of \$202.15 for filing the application and is entitled to reimbursement of those costs.
26. There is no last month's rent deposit.
27. 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.
28. The Tenant testified that his approximate net monthly income is approximately \$1,500.00 which is less than the monthly rent. I was not satisfied that the Tenant is able to pay the rent and the arrears. As a result, I find it would be unfair to grant relief from eviction in the form of a payment plan.
29. Given the high amount of the arrears and the fact that I have found that the tenancy is not viable, I find that any further delay would be unfairly prejudicial to the Landlord.

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:**
 - \$40,202.15 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$42,202.15 if the payment is made on or before July 3, 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 July 3, 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 July 3, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$32,596.65. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting March 7, 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 July 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 4, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 3, 2026, then starting July 4, 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 July 4, 2026.

June 22, 2026
Date Issued

Christopher Lin
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 January 4, 2027 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 June 30, 2026

Rent Owing To June 30, 2026	\$40,000.00
Application Filing Fee	\$202.15
Total the Tenant must pay to continue the tenancy	\$40,202.15

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 3, 2026

Rent Owing To July 31, 2026	\$42,000.00
Application Filing Fee	\$202.15
Total the Tenant must pay to continue the tenancy	\$42,202.15

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

Rent Owing To Hearing Date	\$32,394.50
Application Filing Fee	\$202.15
Total amount owing to the Landlord	\$32,596.65
Plus daily compensation owing for each day of occupation starting March 7, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	