



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-034922-26

In the matter of: A, 719 QUEBEC ST
MIDLAND ON L4R1E5

Between: Bradley James Hawke Landlord

And

Cheryl Shortt Tenant

Bradley James Hawke (the 'Landlord') applied for an order to terminate the tenancy and evict Cheryl Shortt (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 23, 2026.

Only the Landlord, Bradley James Hawke, attended the hearing.

The Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary Issue:

1. The Landlord served the Tenant with Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) on March 26, 2026. On page 2 of the N4 Notice, the Landlords indicate that \$781.00 is owing for the period from 01/20/2026 to 20/02/2026. The Landlord correctly noted that the Tenant must pay \$2,343.00 in order to void the notice of termination, but the date range mentioned on the N4 were wrong. They should be 20/01/2026 to 19/02/2026 as the monthly period starts on the 20th of each month.
2. Subsection 212(2) of the Residential Tenancies Act, 2006 (the 'Act') states that an error in the contents of a form, notice or document still constitutes substantial compliance with the Act as long as the error does not significantly prejudice a party's ability to participate in a proceeding.
3. The Landlord testified that it was a clerical error. The lease started in 2017, and the Tenant requested that the monthly rent period be moved to 20th of each month corresponding to their income cycle. The monthly rent has been the same for the last 5-6 years.

4. The N4 Notice clearly sets out the rent charged and the amount owing and informs the Tenant of the amount required to void the notice. Although the date range on page 2 is incorrect, the amounts listed on pages 1 and 2 are accurate.
5. The error is clerical in nature and does not affect the Tenant's ability to understand the arrears or the amount required to void the notice. Given the long-standing rent cycle and consistent rent amount, the Tenant would reasonably understand the period to which the arrears relate.
6. I therefore find that this minor error did not prejudice the Tenant's ability to void the notice or participate in the proceeding, and the N4 Notice substantially complies with the Act.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,306.89. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.97. This amount is calculated as follows: $\$1,306.89 \times 12$, divided by 365 days.
5. The Tenant has paid \$3,107.00 to the Landlord since the application was filed.
6. The rent arrears owing to July 19, 2026, are \$3,104.89. This is based on the amounts claimed on the N4, the L1 application and the payments made by the Tenant since the application was filed.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. 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.
10. The Tenant was not present at the hearing to present any evidence related to their circumstances. The tenant has made some rent payments since the application was filed but have not been able to pay off the arrears or reduce them substantially. There is no reason before me to delay or deny eviction.

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:

- \$4,107.32 if the payment is made on or before July 10, 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 10, 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 10, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,990.10. 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 \$42.97 per day for the use of the unit starting June 24, 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 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 10, 2026, then starting July 11, 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 11, 2026.

June 29, 2026
Date Issued

Sheena Brar
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 11, 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 July 10, 2026

Rent Owing to July 19, 2026	\$7,028.32
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,107.00
Total the Tenant must pay to continue the tenancy	\$4,107.32

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

Rent Owing to Hearing Date	\$5,911.10
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,107.00
Total amount owing to the Landlord	\$2,990.10
Plus, daily compensation owing for each day of occupation starting June 24, 2026	\$42.97 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	