



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1000371720 ONTARIO INC. v GOULD, 2026 ONLTB 45032

Date: 2026-06-30

File Number: LTB-L-022563-26

In the matter of: ROOM 6, BOX 45 NIVEN STREET, N
NEW LISKEARD ON P0J1P0

Between: 1000371720 ONTARIO INC.

Landlord

and

ROBERT GOULD

Tenant

1000371720 ONTARIO INC. (the 'Landlord') applied for an order to terminate the tenancy and evict ROBERT GOULD (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 20, 2026.

The Landlord's Legal Representative, Rodale Dwyer, the Landlord's Agent, Larry Song, the Tenant's Legal Representative, Julie Ellery, and the Tenant attended the hearing.

Determinations:

1. For the reasons set out below, I have found the Landlord's N4 Notice invalid. As a result, termination and eviction are not available. Nonetheless, the Landlord elected to continue with the application and seek an order for arrears only.
2. The Tenant is therefore ordered to pay the Landlord \$2,121.00 for arrears up to the end of May 31, 2026 and costs in accordance with the terms of this order.
3. I note that while I have considered all of the parties' evidence and submissions, these reasons focus on the most relevant aspects.

N4 Notice is invalid

4. The residential complex contains multiple bedrooms that are rented out as individual rental units and occupants then share common areas.
5. The Landlord's Agent testified the tenancy began on November 14, 2023, when the Tenant moved into a room on the main floor of the residential complex.

6. A few months later, the Landlord's Agent testified the Tenant moved from the room on the main floor of the residential complex to a room in the basement of the residential complex.
7. Tenancy agreements are tied to a specific rental unit. Therefore, when a tenant moves from one rental unit to another they enter into a new tenancy agreement. This is so even where the move is to benefit the Tenant, and the Tenant, Landlord, rent, and residential complex in which the rental units are located remain the same.
8. As a result, I find that when the Tenant moved from the room on the main floor to his current room in the basement, he moved from one rental unit to another and entered into a new tenancy agreement with the Landlord.
9. With respect to a Notice to End Tenancy Early for Non-Payment of Rent ('N4 Notice') subsections 59(2) and (3) of the *Residential Tenancies Act, 2006* (the 'RTA') provide:

59(2) The notice of termination shall set out the amount of rent due and shall specify that the tenant may avoid the termination of the tenancy by paying, on or before the termination date specified in the notice, the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment by the tenant.

(3) The notice of termination is void if, before the day the landlord applies to the Board for an order terminating the tenancy and evicting the tenant based on the notice, the tenant pays,

- (a) the rent that is in arrears under the tenancy agreement; and
- (b) the additional rent that would have been due under the tenancy agreement as at the date of payment by the tenant had notice of termination not been given.

[Underlining added]

10. The requirement under the RTA for a Landlord to set out the amount of rent owing on a N4 Notice is mandatory and is with respect to rent that is in arrears under one tenancy agreement.
11. The Landlord's Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) indicates rent owing for three rental periods:
 - November 14 to 30, 2023,
 - August 1 to 31, 2025, and
 - February 2 to 28, 2026.
12. I find the period of November 14 to 30, 2023, is with respect to the first tenancy and the other two rental periods are with respect to the current and second tenancy. As a result, I find the N4 Notice does not comply with the RTA.
13. Under section 212 of the RTA, substantial compliance with the contents of a notice is sufficient. However, a notice can only be found to be substantially compliant where the

error in the contents of the notice does not significantly prejudice a party's ability to participate in a proceeding under this Act.

14. I find the Tenant was advised they owed an incorrect amount of arrears that was greater than what they actually owed for their current tenancy. I further find this deprived the Tenant of being able to consider whether to comply and significantly prejudiced their ability to participate in the proceeding as they did not know the amount they had to pay to void the N4 Notice and preserve their tenancy.
15. As a result, I found the N4 Notice invalid.
16. In the above circumstances, the Landlord elected to proceed for an order for arrears only. Given the Tenant moved out of the rental unit on the first floor more than one year before this Application was filed, under section 87(1.1) of the RTA the Landlord's claim for arrears could only proceed with respect to the current tenancy.
17. This order is therefore limited to rent arrears and costs with respect to the current rental unit and not eviction. The arrears that form the subject of this order may not form the basis for any subsequent notice of termination or application for termination and eviction.

Claim for arrears

18. As of the hearing date, the Tenant was still in possession of the rental unit.
19. The Tenant did not pay the total rent they were required to pay for the period from August 1, 2025, to May 31, 2026.
20. The lawful rent is \$850.00. It is due on the 1st day of each month.
21. The Tenant has paid \$1,500.00 to the Landlord since the application was filed.
22. The rent arrears owing to May 31, 2026, are \$1,935.00
23. The Landlord incurred costs of \$186.00 for filing the application.
24. The Tenant's Representative submitted the cost of filing the application should not be awarded. However, the Tenant was in arrears of rent when the application was filed, and while the Tenant has paid back some of the arrears, there are still arrears outstanding.
25. As a result, I find the Landlord is entitled to reimbursement of their costs.

By when should the arrears be paid and interest start to run?

26. Subsection 207(7) of the RTA provides that the LTB may set a date for the payment of money and interest will only accrue after this date.
27. The Landlord asked that the arrears be paid by June 10, 2026. The Tenant sought additional time to pay back the arrears.

28. The Tenant submitted his income is limited as he is on disability and that it currently only exceeds his expenses by approximately \$100.00. The Tenant anticipates he will receive some extra funds from the HST refund, additional Trillium payments, and his income tax return in the approximate amount of \$1,200.00 – although exact amounts and timing of receipt were not certain.
29. The Tenant also testified he can also earn additional income but, because he receives disability he is limited in what and how much additional work he can take on and the work he used to do is currently not available so he is unemployed.
30. The Landlord's Agent submitted he is facing financial hardship, is approximately \$1,200.00 to \$1,000.00 behind in paying his bills, and has had to resort to paying the Landlord's bills out of his own pocket.
31. Based on the evidence before me, I was satisfied there will be prejudice if the Tenant does not pay the arrears owed; however, I was also satisfied that the Tenant is not currently in a position to pay the entirety of the arrears outstanding and was conscious that if the Tenant does not make payments voluntarily then the Landlord will have to take steps to enforce which may also come with additional costs.
32. As a result, at the hearing, I directed the Tenant to pay \$1,400.00 to the Landlord on or before June 10, 2026 – an amount I found reasonable given the Tenant's evidence of his anticipated funds and which should cover the Landlord's overdue bills. If the Tenant does not pay the \$1,400.00 on or before June 10, 2026, then the the full amount owing will become due and owing and interest will start to run.
33. If the Tenant makes the payment on June 10, 2026, then I directed the remainder is to be paid by July 10, 2026. If the remaining amount is not paid by July 10, 2026, then interest will accrue as set out below.

It is ordered that:

1. The Tenant shall pay the Landlord \$2,121.00 for rent arrears owing up to May 31, 2026, and the cost of filing the application.
2. The Tenant shall pay the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date Payment Due	Amount of Payment
June 10, 2026	\$1,400.00
July 10, 2026	\$721.00

3. If the Tenant fails to make any of the payments set out in paragraph 2, the outstanding balance will become immediately due and owing and the Tenant will start to owe interest. This will be simple interest calculated from date of missed payment at 4.00% annually on the balance outstanding.

June 30, 2026
Date Issued

Rebecca Case
Vice Chair, 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.