



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-076219-25

In the matter of: BASEMENT, 34 AUTUMN HARVEST RD
BOWMANVILLE ON L1C0K7

Between: Dieulus Ariste Landlord

And

Isis Foderingham Tenant

Dieulus Ariste (the 'Landlord') applied for an order to terminate the tenancy and evict Isis Foderingham (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 3, 2025.

Only the Landlord's Legal Representative, Michael Kippel and the Landlord attended the hearing.

As of 1:30 pm., 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.

Determinations:

1. On August 3, 2025 the Landlord served a Notice of Termination (N4 notice) with a termination date of August 22, 2025. The N4 notice indicates the rental periods as the 2nd day of the month to the 1st day of each corresponding month.
2. At the hearing, the Landlord's legal representative confirmed that the monthly rent is due on the 1st day of each month, and that the rental period is from the 1st day of the month to the last day of the month.
3. The Landlord's N4 notice is defective as it does not properly identify the correct rental period and as such, does not comply with section 59(2) of the *Residential Tenancies Act, 2006 (Act)*. As the N4 notice is defective the Board does not have the authority to terminate the tenancy.
4. The Landlord was explained the options available as a result of the defective N4 including; withdrawing the L1 application, serving a new N4 notice and filing a new application or proceeding with the current application to collect arrears of rent only

pursuant to Section 87(1)(a) of the Act. The Landlord was advised that proceeding with arrears of rent only would not include a provision terminating the tenancy.

5. The Landlord requested to proceed with the application for an order for arrears only pursuant to 87(1)(a) and I consented to the request.
6. The rent arrears owing to December 31, 2025 are \$9,800.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlords \$9,800.00. This amount includes rent arrears owing for the period from June 1, 2025 to December 31, 2025.
2. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. If the Tenant does not pay the Landlord the full amount owing on or before January 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Christina Philp
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.