



Order under Section 69 Residential Tenancies Act, 2006

Citation: laboni v Alhashimi, 2026 ONLTB 857

Date: 2026-01-08

File Number: LTB-L-083777-25

In the matter of: A, 2858 Keele St
Toronto ON M3M2G8

Between: Mario laboni Landlord

And

Ali Alhashimi Tenant

Mario laboni (the 'Landlord') applied for an order to terminate the tenancy and evict Ali Alhashimi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 17, 2025.

The Landlord and the Tenant attended the hearing. The Landlord was supported by his son-in-law, Mike Grouios.

Determinations:

1. The N4 Notice of termination ('N4 Notice') that the Landlord served the Tenant indicates that rent arrears are owing from February 1, 2023, to August 1, 2025.
2. The Tenant disputes the amount of arrears claimed. The Tenant also disputes that lived in the rental unit in February 2023. The Tenant was not positive of the exact date he moved into the rental unit but testified he knew it was during the summer of 2023.
3. The Landlord and the Tenant agree that there was an oral tenancy agreement between the parties and that no written terms exist. The Landlord is a senior citizen and has not kept records nor can he remember when the Tenant moved into the rental unit. Since the Landlord alleges that the Tenant has never paid any rent since the beginning of the tenancy, there are no rent payment records which could be relied upon to piece together the date this tenancy may have started.
4. On any application before the Board, the applicant bears the burden to prove their allegations on the balance of probabilities. Here, neither party has a recollection of exactly when the Tenant moved in; however, the Tenant had a clear recollection that it was during

the summertime of 2023 while the Landlord could not recall any details. As a result, I prefer the testimony of the Tenant on the issue of when the tenancy started.

5. I therefore find the N4 notice is invalid. A N4 notice must correctly state both the rent charged and the rental period for which the rent is charged. A mistake in either of these will call into question the amount of rent due for the rental period stated.
6. Subsection 59(2) of the *Residential Tenancies Act, 2006* (the 'Act') provides that "the notice of termination shall set out the amount of rent due and shall specify that the Tenant may void 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 of the tenant." Therefore, the content of the notice must be certain and unambiguous to allow the Tenant to know at the time of service what the correct rent charged and the correct rent owing for a specific period to avoid the termination of the tenancy. In this case the content of the N4 sets out rent due for months that the Landlord cannot prove the Tenant even lived in the rental unit. The content of the N4 notice is not certain and unambiguous; thus the N4 is invalid.
7. The Landlord was given the option of proceeding with a hearing to request an order for the arrears only. It was explained to the Landlord that the Board does not have jurisdiction to order eviction based on an invalid termination notice.
8. The Landlord stated he wishes to seek termination of the Tenant and requested consent of the Board to withdraw his application.
9. In accordance with subsection 200(4) of the Act, I consent to the withdrawal of the application

It is ordered that:

1. The application having been withdrawn, the LTB's file is closed.

January 8, 2026

Date Issued

Melissa Anjema

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.