



Order under Section 69 Residential Tenancies Act, 2006

Citation: Keita v Steele, 2026 ONLTB 873

Date: 2026-01-08

File Number: LTB-L-069287-25

In the matter of: Unit A, 1709 Jane St
North York ON M9N2S3

Between: Moussokoro Keita Landlord

And

Ehren M Steele Tenant

Moussokoro Keita (the 'Landlord') applied for an order to terminate the tenancy and evict Ehren M Steele (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 22, 2025.

The Landlord, the Landlord's legal representative Yvette Bailey, and the Tenant attended the hearing. Chiegene Nkabu and Richard Nkabu attended as witnesses for the Landlord.

Determinations:

1. I am not satisfied, on a balance of probabilities, of the merits of the Landlord's application. Based on the testimony the Tenant gave at the hearing, I am satisfied that the N4 Notice that the Landlord served on the Tenant is not valid and therefore cannot form the basis of an eviction order.
2. Further, in light of the Tenant's testimony, I am not satisfied on a balance of probabilities that the arrears the Landlord has claimed in their application are owed – in their totality – by the Tenant. As such, the Landlord's application is dismissed.

The Tenant's Rental Unit

3. At the hearing, the Tenant testified that there are two rental units within "Unit A, 1709 Jane Street" – the address of the rental unit listed on the Landlord's application. He testified that he resides in part of this unit called "Unit 2". He described, in detail, the entrance to his rental unit. He testified that the door he enters off of the street is labelled "1709A", that there are two apartments accessible from this space, and that there is a "2" on the door specifically identifying his unit. He testified that he shares a mailbox with the other resident

of Unit A and that the two units sort mail between them as it comes in. The Tenant read his address off of his driver's licence during the hearing, which lists his address as "2-1709A Jane Street".

4. This evidence was not meaningfully challenged by the Landlord's legal representative on cross-examination. The Landlord did not lead satisfactory evidence that the rental unit was correctly identified on the N4 Notice.
5. I am satisfied, based on the Tenant's description, that he does not rent the entirety of Unit A but rather only Unit 2 within it. As such, the Landlord's N4 Notice is invalid as it does not specify the correct address of the rental unit as required under section 43 of the Act.
6. I have considered whether the Landlord has substantially complied with the requirements of the Act pursuant to section 212 and find that they have not. The issue here is not that the rental unit's unit number is missing. Rather, it is misidentified. In light of the Tenant's testimony, I find it more likely than not there is another party renting a portion of Unit A whose interests may be jeopardized if the Board issued an order evicting the resident of that unit based on this notice.

The Rent Arrears

7. Although the N4 Notice issued by the Landlord is not valid, I find that the Landlord has proven on a balance of probabilities that the Tenant owes the Landlord arrears of rent in the amount of \$37,800.00 and am ordering the Tenant to pay these arrears to the Landlord without delay.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$1,400.00. It is due on the 1st day of each month.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to October 31, 2025 are \$37,800.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Tenant disputed the amount of the rent arrears, saying it was unclear to him that the rent arrears were for his rental unit specifically and not the entirety of Unit A. I did not find the Tenant to be credible on this point.
14. I asked the Tenant if he had any evidence to substantiate his claim that the arrears were inaccurately represented in the Landlord's application. He did not provide any documentation or testify to any specific rent payments he had made. He claimed he was confused "about the amounts", but did not challenge the Landlord's representative's claim that the rent is \$1,400.00 per month. He also did not provide any evidence of payment during the period listed on the Landlord's application.
15. Given the submissions of the Landlord's legal representative and the absence of contradictory evidence, I am satisfied on a balance of probabilities that the Tenant owes the Landlord the arrears claimed in the Landlord's application.

It is ordered that:

1. The portion of the Landlord's application pertaining to termination of the tenancy is dismissed.
2. The Tenant shall pay to the Landlord \$37,986.00. This amount includes rent arrears owing up to October 31, 2025 and the Landlord's costs of filing this application.
3. If the Tenant does not pay the Landlord the full amount owing on or before January 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.

January 8, 2026
Date Issued

Jeremy Henderson
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.