



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-089745-25

In the matter of: 2, 60 MAIN STREET
KIRKLAND LAKE ON P2N 1B3

Between: Joshawa Piche Landlord

and

Lisa Lang Tenants
Mickael Maurer

Joshawa Piche (the 'Landlord') applied for an order to terminate the tenancy and evict Lisa Lang and Mickael Maurer (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 2, 2025.

Only the Landlord and his father, Daniel Piche, attended the hearing. The Landlord's father assisted him at the hearing because of the Landlord's speech impairment.

As of 9:57 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Validity of the Notice

1. For the reasons provided below, I find the N4 notice to be invalid.
2. The N4 Notice dated September 2, 2025, that was served upon the Tenants was not an accurate statement of the outstanding arrears at the time it was served.
3. The N4 covered the monthly period of June 2024, August 2025, and September 2025. Rent charged is \$1,200.00x3=\$3,600.00, and two payments were received, \$600.00 in June 2024 and \$600.00 in August 2025. The total owing should be \$2,400.00; however, the N4 reflects the total owing as \$8,400.00.

4. The L1 Application covered the monthly period of June 2024, September 2025, and October 2025, rent charged is $\$1,200.00 \times 3 = \$3,600.00$, and one payment of $\$600.00$ received in June 2024. The total owing should be $\$3,000.00$; however, the application reflects the total owing as $\$10,000.00$.
5. The L1 application does not include the rental period for August 2025 and the $\$600.00$ payment noted on the N4 notice.
6. At the hearing, I asked the Landlord regarding the discrepancies. The Landlord stated that he did not have enough room on the form to include the additional months outstanding but he noted the total amount in arrears on the form.
7. Subsection 59(2) of the *Residential Tenancies Act, 2006* ('the Act') sets out the requirements of the content of the N4 Notice:

“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.”
8. In this case, the notice is in direct contravention of s. 59(2) which requires an accurate calculation of the amount of rent due. The Landlord's failure to provide the Tenant with a valid N4 Notice effectively removes the Tenant's meaningful opportunity to void the notice.
9. I also find that the N4 Notice does not substantially comply with the Act's requirements.
10. At the hearing, the Landlord was presented with the option to proceed for arrears only for the periods reflected, with no possibility of termination of the tenancy for this money in the

event I found the N4 Notice to be invalid, or to have the application dismissed without prejudice to begin the process again. The Landlord indicated a preference for the latter.

It is ordered that:

1. The Landlords' application is dismissed without prejudice.

January 7, 2026
Date Issued

Adeela Alvez
Member, Landlord and Tenants 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.