



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-074940-25

In the matter of: 424, 223 MAIN ST S
BRAMPTON ON L6Y6H1

Between: Amica Peel Village Inc. Landlord

And

Allman Wint Tenant

Amica Peel Village Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Allman Wint (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 26, 2025.

The Landlord's agent Lisa Gauci and the Tenant's agent Candace Wint attended the hearing.

Defective N4 Notice

1. At the hearing a preliminary issue arose with respect to the validity of the N4 Notice of Termination ('N4 notice'). The evidence establishes that the Landlord failed to account for a payment received from the Tenant in May 2025 when calculating the rent arrears set out in the N4 notice, resulting in an overstated arrears amount. As the N4 notice did not accurately reflect the rent owing as required by the Residential Tenancies Act, 2006, it is not in substantial compliance with the Act and is therefore invalid. As a result, the Board finds that the N4 notice is invalid and cannot support a termination of the tenancy under s. 69 of the RTA.
2. The Residential Tenancies Act, 2006 (the "Act") prescribes the mandatory contents of an N4 Notice of Termination, including the requirement under section 59(1) that the notice specify the correct amount of rent arrears owing. A notice that fails to reflect all payments made by the tenant and consequently overstates the arrears is defective. In this case, the error contained in the N4 Notice of Termination renders the amount of rent arrears claimed ambiguous and fails to clearly identify the precise monthly rent amounts alleged to be owing. As a result, the N4 Notice of Termination does not comply with the Act and is invalid.

Amending L1 Application to L9 Application for Arrears and Costs Only

3. As a result of the defects with the N4 Notice, the options were explained to the Landlord including the possibility of requesting consent to withdraw this L1 Application to correct the N4 Notice, which may lead to filing a new L1 Application if he wished to pursue eviction based on these periods of rent arrears. After considering the time that has elapsed since the N4 Notice was served and the time it has taken to arrive at today's hearing date, the Landlord requested to amend this application to an L9 application for arrears only, without seeking eviction. I consented to the request to seek only arrears. The Landlord was aware that the Board's order on an L9 application would be only for arrears, which would have to be enforced in another jurisdiction such as small claims court upon any breach.
4. The issue of amending an application was raised in the case *Nejad v Preddie*, [2016 ONSC 4348 \(CanLII\)](#), where the Divisional Court upheld a Board decision allowing an application to proceed to collect arrears despite a defective N4 Notice.
5. Further, section 201(1)(f) of the Act permits the Board to amend an application during a hearing, if the Board considers it appropriate to do so and if amending the application would not be unfair to any party. I consented to the request to amend the application as there is no prejudice or unfairness to the Tenant since the N4 Notice contemplates that arrears may be sought.

Determinations:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$2,053.00. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$67.49. This amount is calculated as follows: \$2,053.00 x 12, divided by 365 days.
4. The Tenant has paid \$25,000.00 to the Landlord since the application was filed.
5. The rent arrears owing to November 30, 2025, are \$12,318.00. The Tenant confirmed the arrears claimed by the Landlord to be correct and did not dispute the amount of arrears claimed.
6. The Landlord is not seeking the costs of the filing fee.
7. There is no last month's rent deposit.

It is ordered that:

1. The tenant shall pay to the Landlord \$12,318.00 representing arrears of rent and the application filing fee to November 30, 2025.
2. If the Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026, at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Nathan Korenberg
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.