



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

File Number: LTB-L-088482-25

In the matter of: BASEMENT UNIT, 107 GRANBY ST
TORONTO ON M5B 1H9

Between: Troy Carriere Landlord

and

Zohrain Zafar Tenant

Troy Carriere (the 'Landlord') applied for an order to terminate the tenancy and evict Zohrain Zafar (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 11, 2025.

Only the Landlord attended the hearing.

As of 2:00 p.m., the Tenant was 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:

Preliminary Issue

1. At the beginning of the hearing, I raised a preliminary issue concerning the service of the Notice to End Tenancy Early for Non-payment of Rent (N4 notice). The certificate of service filed with the Board states that the Landlord served the N4 notice on October 1, 2025 by placing it the dryer in the laundry room shared with the Tenant.
2. The permitted methods of service for documents such as notices of termination are set out section 191(1) of the *Residential Tenancies Act, 2006* (the 'Act') and the Board's Rules of Procedure 3.1. Placing documents in a shared facility is not a permitted method.
3. The Landlord testified that the Tenant was in Pakistan at the time the N4 notice was served. The Tenant was not present before me to inquire further into service, and there is no evidence that the Tenant received the N4 notice.

4. I also considered section 191(2) of the Act which provides:

(2) A notice or document that is not given in accordance with this section shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period. 2006, c. 17, s. 191 (2).

5. In this case there is no evidence that the contents of the N4 notice actually came to the attention of the Tenant within the required time period. Therefore, I find that the N4 notice was not properly served in accordance with the Act. Without a valid notice of termination the Board cannot grant the Landlord's eviction application.

6. The Landlord opted to seek an order for rent arrears only.

Rent Arrears

7. As of the hearing date, the Tenant was still in possession of the rental unit.

8. The Tenant did not pay the total rent they were required to pay for the period from January 1, 2023 to December 31, 2025.

9. The lawful rent is \$780.00. 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 December 31, 2025 are \$3,136.00.

12. The Landlord is not seeking the filing fee.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,136.00. This amount includes rent arrears owing up to December 31, 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

Adeela Alvez
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.