



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

File Number: LTB-L-088595-25

In the matter of: 192 PARK ST
CHATHAM ON N7M 3R9

Between: Xianan Wu Landlord

and

Joy Marie Tomlin Tenants
Elizabeth-Marie Tomlin Guenther
Timothy Anthony Nixon Phillip

Xianan Wu (the 'Landlord') applied for an order to terminate the tenancy and evict Joy Marie Tomlin, Elizabeth-Marie Tomlin Guenther and Timothy Anthony Nixon Phillip (the 'Tenants') because the Tenant did not pay the rent that the Tenants owe.

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

Only the Landlord attended the hearing.

As of 10:47 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:

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 2, 2025 by sending the notice to three different emails.
2. I asked the Landlord whether the lease authorizes service of notices by email to all the Tenants. The Landlord was unable to locate the lease and confirm whether service by email was an agreed upon term in the lease agreement.
3. Rule 3(h) of the Board's *Rules of Procedure* ('Rules') provides that a document may only be served on a person by "email if the person or party receiving it has consented in writing to service by email."

4. The Landlord referred me to a text message with one of the Tenants and to an email sent to all the Tenants as proof that the N4 notice was served. The text message does not reference receipt of the N4 notice. Instead, the Tenant is providing an update to the Landlord regarding her search for a new rental property.
5. The Landlord confirmed during the hearing that she did not receive any reply to her email sent on October 2, 2025.
6. I also considered section 191(2) of the *Residential Tenancies Act, 2006* (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).

7. In this case there is no evidence that the contents of the N4 notice actually came to the attention of the Tenants within the required time period. Therefore, I find that the N4 notice was not properly served in accordance with the Act.
8. In accordance with section 59(1) of the Act, the Landlord must serve all the Tenants with a valid N4 Notice. The need to serve each Tenant individually is also noted on the N4 Checklist which states:

If there is more than one tenant in possession of the rental unit, fill in the names of all the tenants on the notice. Make sure you spell each tenant's name correctly. You must give each tenant a copy of this notice.

9. The Landlord's failure to serve all the Tenants with the N4 notice means that not all of the Tenants have notice of the Landlord's claim and it also effectively removes the Tenants' meaningful opportunity to void the notice.

It is ordered that:

1. The Landlord's application is dismissed.

January 7, 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.