



Order under Section 69 Residential Tenancies Act, 2006

Citation: Dhillon v Arromba, 2026 ONLTB 1243

Date: 2026-01-05

File Number: LTB-L-064372-25

In the matter of: 92 EBERLY WOODS DR
CALEDON ON L7C4J4

Between: Manjit Dhillon Landlord

And

Victor Arromba Tenant

Manjit Dhillon (the 'Landlord') applied for an order to terminate the tenancy and evict Victor Arromba (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 17, 2025.

The Landlord, the Landlord's Agent, Jatinder Brar, the Tenant's Agent, Janelle Ward, and the Tenant attended the hearing.

Determinations:

Preliminary Issues

Who is the Tenant?

1. The Landlord filed the application with Victor Arromba, Nataliya Lowther ("NL"), Emilia Lowther ("EL"), and Mackenzie Arromba ("MA") as tenants. The Tenant argued that NL, EL, and MA are not tenants and were occupants of the rental unit.
2. A copy of the lease was submitted into evidence. While all four individuals were named, only the Tenant signed the lease. The Landlord acknowledged that she only communicates with the Tenant and that the Tenant is the one that pays the rent. Based on the submissions before me, I find that NL, EL, and MA are, more likely than not, occupants of the rental unit and as such, their names were removed as parties to the application.

Section 82

3. The Tenant sought to raise issues under section 82 of the *Residential Tenancies Act, 2006* (the "Act").

4. The Tenant was not permitted to raise their section 82 issues regarding harassment as the Tenant's section 82 form lacks particulars. No particulars such as dates were provided. While the Tenant submits that the particulars can be found in the Tenant's evidence, I find it would be unreasonable for the Tenant to expect the Board and more importantly, the Landlord, to decipher their evidence such as emails to conjecture the Tenant's allegations. The Tenant can raise his allegations of harassment in his own applications if he wishes to.
5. The need for a notice to contain "reasons and details" was addressed by the Divisional Court decision *Ball v. Metro Capital Property*, [2002] O.J. No. 5931. *Ball* stands for the proposition that the kinds of particulars that should be contained in a notice include "dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant".
6. While the notice of termination in *Ball* was a N5 notice of termination and not section 82 issues as it is in this case, the principle remains the same. The purpose of providing these details is not only to inform the respondent, in the case, the Landlord of the section 82 issues, but to allow them to respond to the allegations. In my view, the section 82 issues here lacked the required specificity such as dates and times so that Landlord could know the case made against them.
7. As a failure to consider evidence regarding the arrears could result in an order for eviction based on a faulty N4 Notice and/or an order for erroneous arrears, the Tenant was permitted to contest the Landlord's arrears claim and the parties were allowed to present evidence in determining the arrears.

Validity of N4 Notice

8. The Notice to End Tenancy Early for Non-payment of Rent ("N4 Notice") at the root of this application was served on the Tenant pursuant to section 59 of the Act. The N4 Notice was served on May 21, 2025. The N4 Notice claimed an amount of \$14,000.00 owing for the period of January, February, March and May 2025. The Landlord did not include April 2025 on the N4 Notice and the N4 Notice alleges that the Tenant did not make any payments in January, February, March, and May 2025.
9. As explained below, I find that the N4 Notice at the root of this application is defective. The N4 Notice did not claim the correct amount of rent owing to the Landlord at the time the N4 Notice was served as required by subsection 59(2) of the Act. Given this, the Tenant was not correctly afforded the opportunity to void the N4 Notice.
10. Subsection 59(2) of the Act states:

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. [Emphasis Added]

11. The Tenant submitted that he paid the Landlord \$5,355.00 on February 12, 2025 which was not included in the N4 Notice. The Tenant submitted into evidence a chart of the

payments that the Tenant made to the Landlord from February 2022 to October 2025. Based on the Tenant's records, the arrears as of May 2025, when the N4 Notice was served, was \$7,890.00.

12. The Landlord conceded that the Tenant paid \$5,355.00 on February 12, 2025. The Landlord explained that the Tenant's payment was applied to arrears before 2025. However, the Landlord was unable to demonstrate the allocation of the Tenant's payments nor was the Landlord able to explain the \$14,000.00 arrears alleged on the N4 Notice.
13. The application before the Board is the Landlord's application. I find it unreasonable that the Landlord was not able to provide a ledger or statement and could not prove the arrears she was claiming to be outstanding. In this case, I prefer the Tenant's evidence when determining the arrears as the Tenant was able to provide a detailed and clear record of their payments.
14. As aforementioned above, section 59(2) of the Act requires particular contents of an N4 notice of termination. Since the N4 Notice here did not have the correct arrears as of the service date and did not properly give the Tenant the opportunity to understand the amounts outstanding for the rental periods shown in the rent table, the N4 Notice is rendered invalid. A tenancy cannot be terminated on an invalid N4 Notice.
15. After I had orally communicated my determination that the N4 Notice is invalid at the hearing, the Landlord advised that she sought an order for arrears only.
16. The parties agreed that the outstanding balance to and including December 31, 2025 is \$25,555.12. As such, an order for this amount will be ordered. The parties understand that the Landlord cannot claim any rent arrears before January 1, 2026 on any subsequent application or proceedings.

It is ordered that:

1. The Tenant shall also pay the Landlord \$25,555.12, which represents the arrears and costs owing up to and including 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

Vicky Liu
Member, Landlord and Tenant Board

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