



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-026100-25

In the matter of: 718, 24 SHAW ST
TORONTO ON M6J3W1

Between: TERRA BELLA NON-PROFIT HOUSING CORP. Landlord

And

CRYSTAL EASTER Tenant

TERRA BELLA NON-PROFIT HOUSING CORP. (the 'Landlord') applied for an order to terminate the tenancy and evict CRYSTAL EASTER (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 18, 2025. The matter was reconvened on October 17, 2025, to obtain submissions on the validity of the N4 Notice.

The Landlord's agent Franc De Melo, legal agent, Marie Galevski, the Tenant's legal representative, Joseph Maziarz and the Tenant attended the hearing.

Preliminary Issue:

1. The Tenant submitted documents in support of s.82 issues she intended to raise at the hearing. The Tenant emailed the documents to the Landlord's legal representative at 10:49 p.m. on June 16, 2025. The evidence was not uploaded to the Tribunals Ontario Portal and was therefore not properly before the Board.
2. The Landlord objected to the Tenant being allowed to use the late served documents. The Landlord submitted that the late-served materials caused prejudice, as the Landlord had no opportunity to review them prior to the hearing. The Landlord further submitted that, as the evidence was not properly filed, the Tenant should not be permitted to raise issues under section 82 of the *Residential Tenancies Act, 2006* (the "Act").
3. The Board's Rules of Procedure require that all documentary evidence be filed in accordance with the timelines and manner set out in the Rules. Rule 19 requires parties to file evidence through the Tribunals Ontario Portal and to serve it on the other party within the prescribed timelines. Rule 19.5 provides the Board with discretion to refuse to accept late-filed evidence where its admission would cause prejudice or delay. The Landlord

submits, and I agree, that accepting the Tenant's evidence would have caused prejudice, as the Landlord had no opportunity to review or prepare a response.

4. As section 82 issues must be supported by properly filed evidence, and no such evidence was properly before me, any issues raised by the Tenant under section 82 of the Act are not properly before me and will not be considered in this application. This finding does not prevent the Tenant from bringing her own application regarding maintenance or repair issues, should she choose to do so.

Is the N4 Notice Defective?

5. At the hearing, a flaw was noted in the N4 notice of termination, specifically that the period of rent arrears was incorrect as it stated the period of arrears was calculated from "01/01/2025 to 31/01/2024".
6. The Landlord was invited to make submissions on whether these defects were fatal to the notice of termination. The Landlord's representative acknowledged that the date on the N4 is incorrect but submitted that the error is purely clerical. The Landlord submitted that it is clear from the notice and the application materials that the arrears relate to the period from December 2024 to January 2025. The Landlord further submitted that the Tenant did not raise the alleged defect at the hearing and expressly agreed that the amount of rent arrears was correct.
7. At the reconvened hearing, the Tenant's representative submitted that the Tenant was unrepresented at the original hearing and as a result did not know they had to raise the issue. It is submitted that N4 Notices must strictly comply with the Act, as they serve to allow a tenant to clearly understand the arrears being claimed and to make informed decisions about whether to void the notice. The Tenant's representative further submitted that even a one-day error can cause confusion and that the Tenant may not have raised the issue earlier due to her personal circumstances, despite agreeing with the arrears amount.
8. For the reasons that follow, I find that these defects are not fatal to the N4, either for reason of substantial compliance despite failing to comply with a mandatory provision of the Act, or for being a non-substantive omission. The Act imposes mandatory requirements on the contents of notices of termination, most notably for current purposes in section 43, where the word "shall" is generally interpreted to set out a mandatory requirement of a form, notice, or document:

43 (1) Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall,

- (a) identify the rental unit for which the notice is given;
- (b) state the date on which the tenancy is to terminate; and (c) be signed by the person giving the notice, or the person's agent.

(2) If the notice is given by a landlord, it shall also set out the reasons and details respecting the termination and inform the tenant that,

- (a) if the tenant vacates the rental unit in accordance with the notice, the tenancy terminates on the date set out in clause (1) (b);

(b) if the tenant does not vacate the rental unit, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant; and
(c) if the landlord applies for an order, the tenant is entitled to dispute the application.

9. The failure to meet one of these mandatory provisions has often been held by the Board to be a “fatal flaw” requiring the application to be dismissed. Without delving into past decisions, I believe notice may be taken of instances where this Board has in the past dismissed applications because of incomplete formal requirements such as incorrect rental periods for which arrears have been claimed, and the like.
10. Subsection 212(1) of the Act states: “Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient.” Despite this provision, the Board has at times insisted on a rigid application of formal requirements.
11. In 2024, the Legislature added subsection 212(2) to the Act, to clarify the breadth of the powers under subsection 212(1) to deem a defective document in substantial compliance with the Act:

For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party’s ability to participate in a proceeding under this Act.

12. Based on the submissions of the parties, I find the N4 notice is in substantial compliance with the Act, despite containing a mistake in the end date of the rental period. I find there can be no reasonable confusion as to the subject matter of the notice. The amount of arrears contained in the N4 notice is correct and uncontested by the Tenant.
13. The Landlord is required by subsection 43(2) of the Act to provide “reasons and details”. The standard for adequacy of reasons and details is not one of perfection, but one of procedural fairness to the respondent and knowing the alleged grounds for termination. There is simply no reasonable confusion or significant prejudice by allowing the incorrect year on the rental end period.
14. The rent table enumerates all arrears in three lines, and clearly indicates that \$2,823.00 was owing when the notice was served in July 2025. This amount is repeated on the first page of the N4, where the Tenant is informed of the amount outstanding that must be paid to redeem the tenancy. The allegations set out by the Landlord are clear and unambiguous and meets the notice-giving function, leaving the Tenant with no doubt of the amount owing. I am satisfied that the clerical error did not mislead the Tenant, cause confusion, or prejudice her ability to understand the notice or respond to it. The clerical error of including the incorrect year for the one of the rental periods end dates is not fatal to the notice as the case to be met or challenged was unambiguous.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent

arrears owing by the termination date in the N4 Notice or before the date the application was filed.

2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$501.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$16.47. This amount is calculated as follows: \$501.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,260.00 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2025, are \$5,951.00. The Tenant confirmed the arrears claimed by the Landlord and did not dispute the amount.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Relief from Eviction

9. The Tenant testified that she is on maternity leave and receives maternity benefits. Despite this income, rent was not paid. The Tenant testified that she has a five-month-old child, suffers from depression, owes hydro arrears, and experienced a nervous breakdown on May 5, 2024. No documentary evidence was filed in support of these claims. The Tenant also testified that she applied for and received eviction-prevention assistance, which was applied toward rent arrears.
10. I have considered all disclosed circumstances pursuant to section 83 of the Act, including the Tenant's personal circumstances and hardship evidence. While I accept that the Tenant faces hardship, I note that no supporting documentation was provided. The Tenant receives income, confirmed the arrears, and has not paid rent for an extended period.
11. While this evidence explains the circumstances that contributed to the arrears, the Tenant did not provide any documentary evidence of income, did not propose a realistic repayment plan, and did not establish that the arrears could be remedied within a reasonable period of time. Given the quantum of the arrears and the absence of evidence demonstrating an ability to maintain rent payments going forward, I find that the tenancy is not viable.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

2. The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:

- \$7,640.00 if the payment is made on or before January 20, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 20, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 20, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,915.99. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$16.47 per day for the use of the unit starting October 18, 2025, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 20, 2026, then starting January 21, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after January 21, 2026.

January 9, 2026
Date Issued

Nathan Korenberg
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on July 21, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 20, 2026

Rent Owing To January 31, 2026	\$7,454.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,260.00
Total the Tenant must pay to continue the tenancy	\$6,380.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$5,729.99
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,915.99
Plus daily compensation owing for each day of occupation starting October 18, 2025	\$16.47 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	