



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

File Number: LTB-L-081597-25

In the matter of: 127 OAKMONT DR
BATH ON K0H1G0

Between: Preeti Singh Landlords
Manmeet Singh

And

Todd Servage Tenants
Nicole Jenkins

Preeti Singh and Manmeet Singh (the 'Landlords') applied for an order to terminate the tenancy and evict Todd Servage and Nicole Jenkins (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 22, 2025.

The Landlord, Preeti Singh, the Landlords' Legal Representative, Seema Passi and the Tenant, Nicole Jenkins attended the hearing.

Determinations:

Preliminary Issue – Service of N4 Notice

1. The N4 notice that was submitted along with the L1 application was dated June 3, 2025 with a termination date of June 25, 2025 and contains a claim for rent arrears for the month of June 2025.
2. The Landlords submit that it mistakenly uploaded the incorrect N4 notice at the time of filing but that it has uploaded the correct N4 which was served upon the Tenants on September 3, 2025. The Landlords' certificate of service indicates that the Landlords' N4 notice was served on September 3, 2025 via mail, deemed served on September 8, 2025.
3. The Tenant, Nicole Jenkins ('NJ') asserts that she did not receive the N4 notice that this application is based upon until it was uploaded to the Tribunals Ontario Portal ('TOP') by the Landlords on the date of the hearing and as the N4 notice was not served upon the Tenants, they did not know the amount of arrears owing and as a result, the application should be dismissed.

4. The purpose of the N4 notice is to evict a tenant for the non-payment of rent and to advise the tenant of the risk of eviction and how they may avoid eviction by voiding the notice. Under section 191(3) of the *Residential Tenancies Act, 2006* (the 'Act'), a notice or document is deemed to have been sufficiently given on the fifth day after mailing.
5. As upheld by the Divisional Court in *Toronto Community Housing Corp. v. Zelsman*, 2017 ONSC 5289, the issue of service with respect to a notice (in that case notices of rent increase) is not whether the tenant received a notice but instead whether the Landlords served them.
6. In this case, the Landlords filed a Certificate of Service indicating that the Tenants were served with the N4 Notice by sending the document by mail to the rental unit on September 3, 2025. There was no evidence that the N4 notice was returned undelivered.
7. I was satisfied based on the evidence before me that the N4 notice was validly served upon the Tenants. I find it more likely on a balance of probabilities, that while the incorrect N4 notice was uploaded, this was simply a clerical error. The Landlords' certificate of service uploaded as of the date the application was filed suggests that the Tenants were served with the N4 notice on September 3, 2025 via mail and is deemed served as of September 8, 2025.

Non-Payment of Rent

8. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
9. As of the hearing date, the Tenants were still in possession of the rental unit.
10. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
12. The Tenants have paid \$3,000.00 to the Landlords since the application was filed.
13. The rent arrears owing to December 31, 2025 are \$7,000.00.
14. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
16. NJ testified that she fell into arrears due to a breakdown in her relationship with her boyfriend and became ill and was unable to work.

17. NJ testified that her only source of income currently is child tax benefits in the amount of \$2,200.00 per month. NJ testified that she has been on a temporary leave from work but anticipates she will return to work full-time as of the start of the new year. NJ testified that her income will be approximately \$5,000.00 per month.
18. NJ testified she is currently able to pay \$500.00 towards the arrears in good faith and will be able to pay the monthly rent on time starting January 1, 2026 plus an additional \$500.00 per month on the 20th of each month until the arrears are paid in full.
19. NJ has two kids residing with her on a permanent basis testified that moving will be difficult as she will require a space that can accommodate her and her two kids.
20. Given the Tenants' circumstances and the low amount of the arrears, I find that it would not be unfair to grant relief from eviction in the form of a payment plan as proposed by the NJ in order to allow the Tenants an opportunity to preserve their tenancy subject to the conditions set out below.

It is ordered that:

1. The Tenants shall pay to the Landlords \$7,186.00 for arrears of rent up to December 31, 2025 and costs.
2. The Tenants shall pay to the Landlords the amount set out in paragraph 1 in accordance with the following schedule:

Date of Payments	Amount of Payments
January 8, 2026	\$500.00 (arrears and costs)
January 20, 2026	\$500.00 (arrears)
February 20, 2026	\$500.00 (arrears)
March 20, 2026	\$500.00 (arrears)
April 20, 2026	\$500.00 (arrears)
May 20, 2026	\$500.00 (arrears)
June 20, 2026	\$500.00 (arrears)
July 20, 2026	\$500.00 (arrears)
August 20, 2026	\$500.00 (arrears)
September 20, 2026	\$500.00 (arrears)
October 20, 2026	\$500.00 (arrears)

November 20, 2026	\$500.00 (arrears)
December 20, 2026	\$500.00 (arrears)
January 20, 2027	\$500.00 (arrears)
February 20, 2027	\$186.00 (arrears)

3. The Tenants shall also pay to the Landlords the new rent for the period of January 1, 2026 on or before January 15, 2026.
4. The Tenants shall also pay to the Landlords new rent on time and in full as it comes due and owing for the period February 1, 2026 to February 1, 2027, or until the arrears are paid in full, whichever date is earliest.
5. If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlords pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlords may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after December 31, 2025.

January 8, 2026
Date Issued

 Christopher Lin
 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.