



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Pisani v Paulin, 2026 ONLTB 2076

Date: 2026-01-09

File Number: LTB-L-063909-25-RV

In the matter of: 6, 24 BEECH STREET
KINGSVILLE ON N9Y1B1

Between: John Pisani Landlord

And

Brittany Paulin Tenant

Review Order

John Pisani (the 'Landlord') applied for an order to terminate the tenancy and evict Brittany Paulin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-063909-25 issued on October 10, 2025.

On October 28, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 29, 2025 interim order LTB-L-063909-25-RV-IN was issued, staying the order issued on October 10, 2025.

This request for review was heard by videoconference on November 25, 2025.

The Landlord, the Landlord's Legal Representative, Christine Joy, the Tenant, and the Tenant's Legal Representative, Justin Levesque, attended the hearing.

Determinations:

Request for Review

1. On the basis of the submissions made in the request, I am satisfied that there is a serious error in the order or that a serious error occurred in the proceedings and that the Tenant was not reasonably able to participate in the proceeding.
2. In the review request, the Tenant asserts she was not reasonably able to participate in the hearing and there is a serious error in the order pertaining to the rent amount charged by the Landlord. The Tenant admits to receiving the Notice of Hearing a couple of weeks prior to the hearing date of October 6, 2025 but inadvertently failed to recall the date believing the hearing was scheduled on October 7, 2025. Upon preparing for the hearing on October 7, 2025, the Tenant reviewed the Notice of Hearing and realized she had missed the hearing.

3. The Tenant also states that there is a serious error in the order, as the Landlord's documents list the monthly rent as \$810.00 when the actual monthly rent is \$800.00. She further asserts that the N4 Notice of Termination ('N4 Notice') contains two different arrears amounts, \$300.00 on page 1 and \$1,070.00 on page 2. The Tenant submits that the N4 Notice is inherently flawed and confusing and is therefore invalid.

Not reasonably able to participate

4. In her testimony, the Tenant explained that she erred when she believed the hearing was scheduled on October 7, 2025. She admitted that she did not write the date down but had a genuine intention to attend the hearing to defend against the Landlord's application. After learning the hearing had taken place in her absence on October 6, 2025, she contacted Homeless Hub for assistance who directed her to Legal Clinic. Additionally, the Tenant had attended at a previous hearing on August 27, 2025 for a different application filed by the Landlord showing her understanding of the importance of attending legal proceedings.
5. The Landlord's representative submitted that the Landlord was opposed to the Tenant's review request. She submitted the Tenant did not exercise due diligence by not recording the date of the hearing and the Landlord is seeking the review request be denied.
6. The LTB's power to review a decision may be exercised if a party to a proceeding was not reasonably able to participate in the proceeding. The case law from the Divisional Court generally instructs that the meaning of the phrase "not reasonably able to participate" should be interpreted broadly to ensure natural justice and, where a party shows that they genuinely intended to participate in a hearing but was prevented from so doing, then they should be entitled to a hearing through the review process. However, this genuine intent to participate must be borne out by the evidence, such as actions and conduct by the party, which clearly demonstrate the party's intent to participate in the hearing.
7. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708, the Divisional Court held that "being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less".
8. Based on the review request and the evidence of the Tenant, I find that the Tenant was not reasonably able to participate in the hearing held on October 6, 2025. Although the Tenant received the Notice of Hearing, albeit only two weeks prior to the hearing, she made an honest mistake in not recalling the correct date. I am satisfied the Tenant had a genuine intent to attend the hearing. I find it unlikely that the Tenant would knowingly or intentionally fail to participate at the hearing where she knew her tenancy was in jeopardy.
9. The Tenant's request for review is granted and as a result, the order issued on October 10, 2025 is cancelled and the Landlord's application was reheard.
10. Further, as I am satisfied the Tenant was not reasonably able to participate, it is not necessary to address the Tenant's allegation of serious error in the order.

L1 Application

Preliminary Issue – Validity of the N4 Notice

11. At the hearing, the Tenant's representative raised a preliminary issue arguing that the N4 Notice the application is based on is invalid.
12. The Tenant's representative submits the N4 Notice was served on July 16, 2025 and contains the termination date of July 30, 2025. On the first page of the N4 Notice, the Landlord claims the total amount of rent owing is \$300.00. The second page of the N4 Notice includes a chart which indicates the total amount of rent owing is \$1,070.00. Further, the N4 Notice filed with the LTB is not signed by the Landlord or the Landlord's representative.
13. The Tenant's representative also submitted that the rent amounts contained in the N4 Notice are incorrect. The Landlord claims the lawful monthly rent is \$810.00 however the Tenant asserts the lawful monthly rent is \$800.00. The Tenant's representative argues that because of these errors contained in the N4 Notice, the notice is inherently flawed and confusing and is therefore invalid.
14. The Landlord's representative did not dispute that the rent amount contained in the N4 Notice was incorrect and suggested the amount be amended to reflect the lawful monthly rent of \$800.00.
15. A notice of termination which is incorrect or does not comply with the mandatory content requirements of the *Residential Tenancies Act, 2006* (the 'Act') is void and cannot be amended or corrected (George V Apartments Ltd. V. Cobb, [2002] O.J. No. 5981 (Ont. Div. Ct.)).
16. Subsection 59(2) of the Act sets out requirements for the contents of an N4 Notice. This section reads as follows:

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.

Amending L1 Application to L9 Application for Arrears and Costs

17. As a result of the defects with the N4 Notice, the options were explained to the Landlord including the possibility of requesting consent to withdraw this L1 Application to correct the N4 Notice, which may lead to filing a new L1 Application if he wished to pursue eviction based on these periods of rent arrears. The Landlord requested to amend this application to an L9 application for arrears only, without seeking eviction. I consented to the request to seek only arrears. The Landlord was aware that the Board's order on an L9 application would be only for arrears, which would have to be enforced in another jurisdiction such as small claims court upon any breach.

18. The issue of amending an application was raised in the case *Nejad v Preddie*, 2016 ONSC 4348 (CanLII), where the Divisional Court upheld a Board decision allowing an application to proceed to collect arrears despite a defective N4 notice.
19. Further, subsection 201(1)(f) of the Act permits the Board to amend an application during a hearing, if the Board considers it appropriate to do so and if amending the application would not be unfair to any party. I consented to the request to amend the application as there is no prejudice or unfairness to the Tenant since the N4 notice contemplates that arrears may be sought.
20. The Tenant was not opposed to the amendment of the application but sought to address the actual amount owing to the Landlord. The parties agreed the amount owing to the Landlord is \$4,086.00, which represents the rent arrears owing (\$3,900.00) for the period ending December 19, 2025, and costs (\$186.00) for the filing of the application.

It is ordered that:

1. The request to review order LTB-L-063909-25, issued on October 10, 2025, is granted.
2. The interim order issued on October 29, 2025 is cancelled.
3. Order LTB-L-063909-25, issued on October 10, 2025, is cancelled and replaced with this order.
4. The Tenant shall pay to the Landlord \$3,900.00, which represents the rent arrears owing up to December 19, 2025.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The full amount the Tenant owes is \$4,086.00.
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.

January 9, 2026
Date Issued

Susan Priest
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.