



Order under Subsection 87(1) Residential Tenancies Act, 2006

File Number: LTB-L-085040-25

In the matter of: 1502, 561 Sherbourne St
Toronto ON M4X0A1

Between: Harrington Housing Inc. Landlord

And

Ali Mansoori Tenant

Harrington Housing Inc. (the 'Landlord') applied for an order requiring Ali Mansoori (the 'Tenant') to pay the rent that the Tenant owes.

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

The Landlord's Representative, Yasemin Mamaloglu, and the Tenant attended the hearing.

Determinations:

1. For the following reason, I find the N4 notice of termination to be defective.
2. At the hearing, it was determined that the N4 Notice of Termination ('N4 Notice') did not properly identify the rental unit. The N4 Notice describes the rental unit as "1502,561 Sherbourne St, Toronto" whereas the Tenant occupies only one room in the property.
3. The Landlord's representative stated that there are other rooms that are rented out to other tenants. The address of the rental property, on the N4 notice and the L1 application, is "1502,561 Sherbourne St, Toronto". This does not relate to the Tenant's room number.
4. Subsection 43(1) of the Residential Tenancies Act, 2006 (the 'Act') sets out the minimum requirements for a notice of termination of a tenancy. Paragraph 43(1)(a) of the Act provides that a notice of termination shall identify the rental unit for which the notice is given. Subsection 43(1) of the Act provides as follows:

Where this Act permits a Landlords 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.

[Emphasis added]

- 5. The proper identification of the rental unit is a strict statutory requirement. It is required to ensure that the tenant is given notice that his or her unit is subject to a request to terminate the tenancy and, where applicable, allow the tenant to void the notice. Additionally, the proper identification of the rental unit is to ensure that eviction by the Sheriff occurs only at the portion of the property that is the subject of the tenancy agreement, thereby, ensuring another unit at the property is not affected by the eviction.
- 6. The N4 Notice does not make clear what room in the rental property is the subject of the eviction application. As the N4 does not provide any description that identifies the rental unit, the N4 Notice is defective. A defective notice of termination cannot be grounds for an eviction application.
- 7. 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 they wish to pursue eviction based on these periods of rent arrears. The Landlords requested to convert this application to an L9 application for arrears only, without seeking eviction. I consented to their request to seek only arrears.

Rent arrears application

- 8. As of the hearing date, the Tenant was still in possession of the rental unit.
- 9. The Tenant did not pay the total rent they were required to pay for the period from March 21, 2025, to December 25, 2025.
- 10. The lawful rent is \$1,340.00. It is due on the Thursday at the end of four weeks. The rent al period is four weeks.
- 11. The Tenant has paid \$6,594.00 to the Landlord after the application was filed.
- 12. The rent arrears owing to December 25, 2025, is \$5,398.00.
- 13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

- 1. The Tenant shall pay to the Landlord \$5,584.00.00. This amount includes rent arrears owing up to December 25, 2025, and the cost of the application.
- 2. 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

Sheena Brar
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.