



Order under Subsection 69 Residential Tenancies Act, 2006

Citation: MUTUNGI v NAMMARI, 2026 ONLTB 1734

Date: 2026-01-08

File Number: LTB-L-051466-25

In the matter of: 823, 250 MANITOBA ST
ETOBICOKE ON M8Y4G8

Between: TUMUSHABE MUTUNGI Landlord

And

KHADIJA NAMMARI Tenant

TUMUSHABE MUTUNGI (the 'Landlord') applied for an order requiring KHADIJA NAMMARI (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on September 24, 2025.

The Landlord, the Landlord's Legal Representative Emmanuel Buwule and the Tenant's Legal Representative Kristin Markoff attended the hearing.

Preliminary Issue:

1. The Tenant's Legal Representative Ms. Markoff submitted that the N4 was defective, with unclear rental periods, along with inconsistent amounts owing on page 1 and page 2 of the N4 Notice.
2. The Landlord's Legal Representative Mr. Buwule submitted that the lease agreement clearly sets out the rent and periods owing. Additionally, he argued that any deficiencies in the N4 Notice should have been disclosed to him and raised earlier by Ms. Markoff through the portal.
3. When I reviewed the N4 notice I find the following:
 - a. Section 43(1) of the Residential Tenancies Act, 2006 (RTA) requires landlords to indicate the amount owing and the rental period clearly.
 - b. Page 1 of the N4 shows an ambiguous amount (\$610 vs. \$6,100).

- c. Page 2 fails to provide a total amount and contains unclear rental period information ("15 to 15"), making it impossible to determine the correct arrears.
4. Section 43 of the Residential Tenancies Act, 2006 (the "Act") sets out the minimum requirements for a notice of termination, including that the notice shall "set out the reasons and details respecting the termination." It is fair to say that, in the case of an N4 Notice of Termination, the reasons and details should include a description of the amount of rent owing and the rental periods for which the rent is owing.
5. I find that the Landlord did not submit a copy of the lease agreement, nor did the Landlord provide any submissions under section 212(2) of the Residential Tenancies Act, 2006 regarding when rent is due or the last day of the rental period. Section 212(2) is significant because it governs the proper service of notices and prescribes the required contents of those notices. The absence of this information creates uncertainty as to whether the N4 Notice of Termination was properly completed and served in accordance with the Act. The Board cannot assume compliance with statutory requirements where the Landlord has not addressed them through evidence or submissions. Compliance with section 212(2) is not a mere technicality; it ensures that Tenants receive accurate and complete information about their obligations and the consequences of non-payment. Without this, the integrity of the notice process is compromised, and the Board cannot rely on presumptions to cure these deficiencies.
6. On my own, I considered section 212 of the Act, which provides that substantial compliance with the Act respecting the contents of forms, notices, or documents is sufficient. This provision is intended to prevent minor or technical defects from invalidating otherwise valid notices. However, in my view, the principle of substantial compliance cannot be extended to cure defects relating to mandatory legislative requirements. Section 43 of the Act expressly requires that a notice of termination "set out the reasons and details respecting the termination." This is not a discretionary or optional requirement; it is fundamental to the validity of the notice. Applying section 212 to excuse non-compliance with such a mandatory requirement would, in my opinion, constitute an error in law. Such an interpretation would undermine the legislative intent of ensuring transparency and fairness in the termination process and could lead to unreasonable or absurd outcomes, such as permitting eviction based on incomplete or misleading notices. Therefore, while section 212 may apply to minor deficiencies, it cannot be used to override core statutory obligations.
7. Pursuant to section 183 of the Residential Tenancies Act, 2006, the Board is not bound by strict legal rules and must act fairly and in accordance with the merits of the case. This provision grants the Board flexibility in its decision-making process; however, that flexibility does not extend to disregarding mandatory statutory requirements or excusing significant deficiencies in evidence. The principle of fairness applies equally to both parties and

requires that decisions be based on complete and reliable information. In this case, the deficiencies in the N4 Notice—specifically the failure to set out the required details under section 43—and the absence of supporting documentation such as the lease agreement or submissions regarding rent due dates, create a substantial gap in the evidentiary record. Without this information, I cannot properly assess whether the notice was validly served or whether the termination process complied with the Act. To proceed with an eviction order under these circumstances would compromise procedural fairness and risk an outcome that is contrary to law. Therefore, given the lack of compliance and disclosure, the Board cannot grant the relief sought by the Landlord.

8. I find that the N4 does not comply with section 43 of the Act. I will note that no L1/L9 update sheet has ever been produced by the Landlord since the hearing to the date this order was written.
9. At the hearing, the Tenant's representative indicated that if I found the N4 Notice to be invalid, the Tenant would accept an arrears order if the N4 was defective. The Landlord's legal representative, Mr. Buwule, seemed confused about the process and repeatedly expressed a desire to proceed with an eviction.
10. The Landlord's failure to provide a straightforward answer regarding the amount of arrears. The Board requires clarity on the arrears amount to assess whether the notice of termination complies with section 43 of the Act and to determine whether an arrears order could be considered as an alternative remedy. Without this information, I cannot make findings on the merits of the case. Dismissing the application in these circumstances is not only proper but necessary to uphold procedural fairness.
11. For the reasons outlined above, including the deficiencies in the N4 Notice, the absence of documentation, and the lack of clarity regarding arrears, I find that the Landlord has not met the statutory requirements under the *Residential Tenancies Act*. Therefore, I cannot assume compliance or cure these defects through the substantial compliance provision. Accordingly, the application is dismissed. No order for eviction or arrears will issue.

It is ordered that:

1. The Landlord's application is dismissed.

January 8, 2026
Date Issued

Anthony Bruno
 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.