



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

File Number: LTB-L-084544-25

In the matter of: 1, 217 DURHAM ST
OSHAWA ON L1J5R2

Between: ALLYCE B MUTUNGI Landlord

And

CARL WOLONGE NGANJE Tenant

ALLYCE B MUTUNGI (the 'Landlord') applied for an order to terminate the tenancy and evict CARL WOLONGE NGANJE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 5, 2026.

Only the Landlord and the Landlord's legal representative, Emanuel Buwule, attended the hearing.

As of 2:52 PM, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing.

Determinations:

1. The N4 Notice of Termination ('N4 notice') that the Landlord served on the Tenant indicates the following rental periods:

dd/mm/yyyy to dd/mm/yyyy

01/01/2025 to 01/31/2025

01/02/2025 to 01/28/2025

2. The Landlord's legal representative submitted that there was a "typo" and that the second month indicated on the N4 should have been stated the month of February. I note that the Landlord's N4 was drafted by their legal representative and was not typewritten but rather completed in handwriting.
3. The recent addition of subsection (2) to section 212 of the *Residential Tenancies Act*, 2006 (the 'Act') provides clarity that an error in the contents of the form, notice or document still constitutes substantial compliance with the Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under the Act.

4. Under the circumstances, and without the Tenant present to provide input on what their understanding of the N4 was, I find that the error on the N4 is too prejudicial to the Tenant.
5. A N4 notice must correctly state both the rent charged and the rental period for which the rent is charged. A mistake in either of these will call into question the amount of rent due for the rental period stated. Subsection 59(2) of the Act provides that “the notice of termination shall set out the amount of rent due and shall specify that the Tenant may void 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 of the tenant.” Therefore, the content of the notice must be certain and unambiguous to allow the Tenant to know at the time of service what the correct rent charged and the correct rent owing should be for a specific period, to avoid the termination of the tenancy. In this case the content of the N4 notice is not certain and unambiguous; therefore, the N4 notice is invalid.
6. The Landlord was provided with the option of requesting an order for arrears only. After being afforded time to speak with their legal representative, the Landlord requested to withdraw their application, and I consented to the request.

It is ordered that:

1. The application having been withdrawn, the LTB's file is closed.

January 13, 2026
Date Issued

Melissa Anjema
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.