



Order under Section 69 Residential Tenancies Act, 2006

Citation: Singh v DesRoaches, 2026 ONLTB 4416

Date: 2026-01-13

File Number: LTB-L-086833-25

In the matter of: 15 ALLWORTH CRES
Bowmanville ON L1C0B5

Between: Amanjot Singh Landlord

And

Amanda DesRoaches Tenant

Amanjot Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda DesRoaches (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 18, 2025.

The Landlord and the Tenant attended the hearing. JC Dougan and the Tenant's Support, Dean Paul Chambers, also attended the hearing.

Determinations:

Who is the Tenant

1. The N4 notice of termination and the application named both Amanda DesRoaches ("AD") and JC Dougan ("JD") as Tenants.
2. JD testified that she is a Realtor and she never lived in the rental unit. JD testified that she assisted AD in finding the rental unit and was willing to sign as a guarantor to assist the Tenant with renting the unit but the Landlord wanted JD to be a tenant. JD testified that she has never paid rent and has never lived at the property.
3. The Landlord would not consent to removing JD as a Tenant but did not dispute the testimony from JD.
4. The question before me is whether JD is a Tenant or whether she was a guarantor. In order to determine this, I turn to section 202(1) of the *Residential Tenancies Act*, 2006 (the 'Act') which provides that in making findings the Board shall ascertain the real substance of all transactions and activities relating to a rental unit and the good faith of the participants and in doing so may disregard the outward form of a transaction.

5. Based on the evidence before me I find that the real substance of the transaction was that JD was intended to be a guarantor. JD's testimony was unchallenged that she never lived in the rental unit.
6. As such, despite signing as a "tenant" I find that the evidence supports that JD's role was not that of a tenant. JD does not live in the rental unit and JD did not pay rent. I am satisfied that when the lease was signed it was intended that JD was to be a guarantor and not a tenant.
7. Therefore, the application shall be amended to remove JD and reflect AD as the sole Tenant.

The N4 Notice

8. The N4 Notice of Termination ("N4 notice") the Landlord served the Tenant indicates a rental period from August 15, 2025, to September 15, 2025, for which \$3,150.00 was due and nothing was paid and a rental period of September 15, 2025 to October 30, 2025 for which \$1,649.88 was due and nothing was paid. Here there is a rental period that purports to be one month and another rental period that purports to be six weeks long.
9. At the hearing, the Landlord testified that rent is due on the 15th of each month and therefore is due monthly. However, the rental amounts on the N4 were supposed to be for one month and then for two week periods, however, that is not clear on the face of the N4.
10. Furthermore, the N4 was served on October 1, 2025, so it appears the Landlord was claiming rent that was due October 15th before it became due and owing.
11. The contents of the notice must be certain and unambiguous to allow the Tenant to know at the time of service the correct rent charged, and the correct rent owing should be for a specific period, to avoid the termination of the tenancy.
12. In this case, it is impossible to know what amount is being charged for what period as the Landlord has noted different rental periods and different amounts and amounts for periods that have not come due. As such, I find that the contents of the N4 notice are not certain and unambiguous; therefore, the N4 notice is invalid.
13. Because the Board is unable to issue an order for eviction based on an invalid notice, the Landlord was offered the choice of proceeding with the L1 application based on a request for the arrears only or withdrawing the application. The Landlord chose to proceed on the basis of an application for arrears only.

The Application

14. For the reasons that follow the Landlord's application is dismissed.
15. The Landlord chose to proceed on the basis for arrears only however, the application presented many of the same issues that the N4 notice contained. The application was unclear and difficult to understand.

16. The application contained both monthly and bi-monthly rental periods as well as different rent amounts. The Landlord testified that rent was due on the 15th of the month making rent monthly but then proceeded to give submissions about bi-monthly periods.
17. The Landlord also testified that rent was \$3,229.77 as well as \$3,299.77. The application claimed rent was \$3,299.77 but also \$3,150.00, and \$1,649.88 (bi-monthly which would be \$3,299.76).
18. The Tenant testified that she was confused by the application when she received it.
19. The Divisional Court has held that in order to be considered, a claim must have sufficient details or particulars, including dates and times of the alleged offensive conduct, together with a detailed description of the alleged conduct complained of, to allow the person against whom the claim is made to know the case to be met and to prepare for the hearing accordingly. (*Ball v. Metro Capital Property*, [2002] O.J. No. 5931).
20. Although the *Ball* case related to the details required in a landlord's notice of termination, it reflects the general principles of procedural fairness, which include a party's right to know the case to be met. I cite the *Ball* case solely for this principle as I find it applies equally to applications. The legal principles of fairness and natural justice demand that a party has a right to know the case against them and that they be provided sufficient details of the issues to determine whether to defend the claim.
21. In this case, the Landlord's application simply lacks clear, consistent, and sufficient details to allow the Tenant to understand the claim being made. The Landlord's testimony did not provide assistance in providing clarity to the application as he was unable to give a straight answer as to whether rent is due monthly or bi-monthly. I was given at least two different rent amount three different times.
22. Therefore, the Landlord's application is dismissed.
23. I do note that I have not made any determinations as to the arrears and therefore the Landlord shall not be prejudiced from refiling an application on this matter should he choose to do so.

It is ordered that:

1. The Landlord's application is dismissed.

January 13, 2026
Date Issued

Nicole Pedron
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.