



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

File Number: LTB-L-086079-25

In the matter of: Basement, 97 WESTCROFT DR
Toronto ON M1E3A4

Between: Md Zakir Hossain Landlord

And

BARBARA J TURNBULL Tenants
DOUGLAS, B MOORE

Md Zakir Hossain (the 'Landlord') applied for an order to terminate the tenancy and evict BARBARA J TURNBULL and DOUGLAS, B MOORE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord and the Tenants attended the hearing.

Determinations:

1. The Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) indicates the arrears the Landlord is claiming are for the rental periods of April 10, 2025, September 22, 2025. The Landlord testified that the rent is due on the 1st day of each month.
2. The N4 notice served to the Tenant does not set out the correct rental periods and accordingly, I find that the Landlord's N4 notice is invalid.
3. 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 *Residential Tenancies Act, 2006* (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 correct. The N4 does not set out the correct rental periods

4. At the hearing, the Landlord requested consent of the Board to apply for an order requiring the Tenants to pay the arrears of rent pursuant to subsection 87(1) of the Act and I consented to the Landlord's request.
5. The lawful rent is \$1,790.00. It is due on the 1st day of each month.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to January 31, 2026, are \$13,621.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The total amount the Tenants owe the Landlord for arrears and costs are \$13,807.00.

It is ordered that:

1. The Tenants shall pay to the Landlord \$13,807.00. This amount includes rent arrears owing up to January 31, 2026, and the cost of filing the application.
2. The Tenants shall pay the amount set out in paragraph 1 on or before January 27, 2026.
3. If the Tenants do not pay the Landlord the full amount owing on or before January 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 28, 2026 at 4.00% annually on the balance outstanding.

January 16, 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.