



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-087359-25

In the matter of: 11840 WILLODELL RD
WELLAND ON L3B5N4

Between: NextGen Muslim Fulfilment Co-Operative Landlord

And

Shah Afzal Rahman Tenant

NextGen Muslim Fulfilment Co-Operative (the 'Landlord') applied for an order to terminate the tenancy and evict Shah Afzal Rahman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 8, 2026.

Only the Landlord's Agents, Mohammad Rahman, Syed Rahman and Farhad Ahmed, attended the hearing.

As of 2:11 p.m., 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. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord served the Tenant with an N4 notice with a date of termination of September 30, 2025. The N4 notice served on the Tenant on September 16, 2025, via registered mail which is deemed served on October 21, 2025. The Landlord's Agent testified that one of their employees also served the Tenant by hand delivering the N4 notice on September 17, 2025 and serving on an adult person at the rental unit.

2. Section 59 of the *Residential Tenancies Act, 2006* (the 'Act') states:

59 (1) If a tenant fails to pay rent lawfully owing under a tenancy agreement, the landlord may give the tenant notice of termination of the tenancy effective not earlier than,

(a) the 7th day after the notice is given, in the case of a daily or weekly tenancy; and

(b) **the 14th day after the notice is given**, in all other cases.

[Emphasis added]

3. Based on the evidence before me I find that the Landlord did not serve a valid N4 notice on the Tenants. The notice does not give the Tenants the required 14-days notice pursuant to s.59(1)(b) of the Act. Therefore, I find that the N4 notice served on the Tenant in September 2025 are invalid. Therefore, the Landlord cannot proceed with the portion of the application seeking termination of the tenancy.
4. A defective N4 invalidates the application for eviction, not the application for rent arrears. The Landlord chose to proceed with the application for rent arrears only.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,400.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$46.03. This amount is calculated as follows: \$1,400.00 x 12, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to January 31, 2026 are \$7,900.00.
10. 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 \$8,086.00. This amount includes rent arrears owing up to January 31, 2026 and the cost of filing the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before January 27, 2026, the Tenants 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

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.