



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

File Number: LTB-L-087537-25

In the matter of: 34, 6449 Glen Erin Drive
Mississauga ON L5N2T2

Between: Linpeng Luan Landlord

And

Leayah-Roxane Elikyah Bahati Tenant

Linpeng Luan (the 'Landlord') applied for an order to terminate the tenancy and evict Leayah-Roxane Elikyah Bahati (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 13, 2026.

The Landlord, Landlord's father, Xinguan Luan and the Tenant attended the hearing.

Defective N4 Notice

1. At the hearing a preliminary issue arose with respect to the validity of the N4 Notice of Termination ('N4 notice'). This relates to the rental period start date claimed on the N4 notice and the amount of arrears claimed. The Landlord submitted that the rent is due on the 15th day of each month therefore the rental period ends on the 14th day of each month. At the hearing it was confirmed by the Landlord that the monthly rent start date as per the lease agreement is the 9th day of each month. As a result, the Board finds that the N4 notice is invalid and cannot support a termination of the tenancy under s. 69 of the RTA.
2. The Residential Tenancies Act, 2006 (the "Act") at section 59(2) requires particular contents of an N4 Notice of Termination, which includes the requirement that the amount of rent shall be specified. Given the error contained in the N4 Notice of Termination, the amount of rent arrears claimed is ambiguous and does not properly reflect the exact periods of monthly rent that are being alleged. Since the N4 Notice did not properly give the Tenant the opportunity to understand what specific amounts of alleged rent arrears were being claimed, the N4 Notice of Termination is defective and rendered invalid.

Amending L1 Application to L9 Application for Arrears and Costs Only

3. As a result of the defects with the N4 Notice, the options were explained to the Landlord including the possibility of requesting consent to withdraw this L1 Application to correct the N4 Notice, which may lead to filing a new L1 Application if he wished to pursue eviction based on these periods of rent arrears. After considering the time that has elapsed since the N4 Notice was served and the time it has taken to arrive at today's hearing date, the Landlord requested to amend this application to an L9 application for arrears only, without seeking eviction. I consented to the request to seek only arrears. The Landlord was aware that the Board's order on an L9 application would be only for arrears, which would have to be enforced in another jurisdiction such as small claims court upon any breach.
4. The issue of amending an application was raised in the case *Nejad v Preddie*, [2016 ONSC 4348 \(CanLII\)](#), where the Divisional Court upheld a Board decision allowing an application to proceed to collect arrears despite a defective N4 Notice.
5. Further, section 201(1)(f) of the Act permits the Board to amend an application during a hearing, if the Board considers it appropriate to do so and if amending the application would not be unfair to any party. I consented to the request to amend the application as there is no prejudice or unfairness to the Tenant since the N4 Notice contemplates that arrears may be sought.

Determinations:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$2,850.00. It is due on the 9th day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$93.70. This amount is calculated as follows: \$2,850.00 x 12, divided by 365 days.
4. The Tenant has not made any payments since the application was filed.
5. The rent arrears owing to January 13, 2026, are \$9,050.00
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$2,750.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
8. Interest on the rent deposit, in the amount of \$269.00 is owing to the Tenant for the period from July 10, 2021, to January 13, 2026.

It is ordered that:

1. The Tenant shall pay to the Landlord 9,236.00 representing arrears of rent and the application filing fee to January 13, 2026.

2. If the Tenant does not pay the Landlord the full amount owing on or before February 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 3, 2026, at 4.00% annually on the balance outstanding.

January 22, 2026

Date Issued

Nathan Korenberg

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.