



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-090115-25

In the matter of: 2nd Floor, 27 Atlee Avenue
Scarborough ON M1N3W9

Between: Muhammad Zeeshan Sheikh Landlord

And

MD RASHED MIAH Tenant
SHARMIN AKTER

Muhammad Zeeshan Sheikh (the 'Landlord') applied for an order to terminate the tenancy and evict MD RASHED MIAH and SHARMIN AKTER (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord's agent, Umaima Imran attended the hearing.

As of 2:08am, 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.

Defective N4 Notice

1. At the hearing a preliminary issue arose with respect to the validity of the N4 Notice of Termination ('N4 notice'). Because the November 2025 rent had not yet become due when the N4 notice was served, the notice claimed future rent and did not accurately reflect the arrears owing as of the service date. 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") requires particular contents of an N4 Notice of Termination, which includes the requirement that the amount of rent shall be specified. Under s. 59(1) of the Act, a landlord may serve an N4 notice only when rent is owing on the date the notice is given. A notice that includes amounts not yet due at the time of service overstates the arrears and is therefore defective. Given the error contained in the N4 Notice of Termination, the period of rent arrears claimed is ambiguous and does not properly reflect the exact periods of monthly rent that are being alleged. The N4 Notice is 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 \$2,100.00. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 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 31, 2026, are \$8,400.00.
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 \$450.00 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 \$2.07 is owing to the Tenant for the period from October 26, 2025, to January 13, 2026.

It is ordered that:

1. The tenant shall pay to the Landlord \$8,586.00 representing arrears of rent and the application filing fee to January 31, 2026.

2. If the Tenant does not pay the Landlord the full amount owing on or before February 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 2, 2026, at 4.00% annually on the balance outstanding.

January 21, 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.

