



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

File Number: LTB-L-091086-25

In the matter of: MAIN FLOOR, 263 HARRIET ST
WELLAND ON L3B2H8

Between: Kanwalprit Singh Landlord

And

Carley Sharp Tenants
Brandon Marleau

Kanwalprit Singh (the 'Landlord') applied for an order requiring Carley Sharp and Brandon Marleau (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on January 15, 2026.

The Landlord, the Landlord's Support, Shaianjit Walia, and the Tenants attended the hearing.

Determinations:

Service of the N4

1. The N4 notice of termination ("N4 notice") the Landlord served the Tenants had a date of termination of October 1, 2025. The Landlord testified that it was given to the Tenants on September 29, 2025.
2. Section 59(1)(b) of the *Residential Tenancies Act*, 2006 (the 'Act') provides that a notice of termination for failure to pay rent may not be effective earlier than the 14th day after the notice is given, if the tenancy is a tenancy other than a daily or weekly tenancy.
3. Here, the date of termination was 2 days after the N4 notice was given to the Tenants, therefore the notice of termination was not valid as the date of termination was not effective at least 14 days after the notice was given to the Tenants.
4. At the hearing, the Landlord testified that the Tenants were served an N4 in July 2025. I understood this to be the Landlord's request to amend the application to proceed on an N4 notice from July 2025. However, this application was based on the N4 notice with the date of termination of October 1, 2025, and there was no N4 notice from July uploaded at the time of the application.
5. I find that it would be unduly prejudicial to the Tenant to amend the application without notice at the hearing to proceed on an N4 notice that had been replaced with another N4 notice, even if that N4 notice was determined to be invalid due to improper service.

6. 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.
7. The Landlord chose to proceed on a request for arrears only.

Amount of arrears

8. As of the hearing date, the Tenants were still in possession of the rental unit.
9. The Tenants did not pay the total rent they were required to pay for the period from July 1, 2025, to January 31, 2026.
10. The lawful rent is \$2,600.00. It is due on the 1st day of each month.
11. The Landlord claimed that the Tenants have paid November 2025, December 2025, and January 2026 rent but still owe \$8,800.00 from the application.
12. The Tenants testified that they have paid \$5,100.00 to the Landlord for the arrears claimed in the application. The Tenants provided copies of e-transfers. The Landlord did not dispute receiving the e-transfer but instead said that the Landlord applied the transfers to outstanding utilities and not the rent arrears. However, the e-transfers in the message portion say, "August arrears", "sept 2025", "sept 2025", and "september 2025". The Tenants testified that they were sending the transfers for rent arrears.
13. Here, I find that Tenants intended the e-transfers to apply to the rent arrears. I find that the messages indicated that the Tenants intended the payments to apply to the arrears. The Landlord cannot ignore this and apply it to other amounts owing. It would be different if there was no message on the e-transfer.
14. As such, I find that the rent arrears owing to January 31, 2026, are \$3,700.00.
15. 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 Tenants shall pay to the Landlord \$3,886.00. This amount includes rent arrears owing up to January 31, 2026, and the cost of the application.
2. If the Tenants do not pay the Landlord the full amount owing on or before February 1, 2026, the Tenants 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

Nicole Pedron
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.