



## Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-012923-25

In the matter of: 60 WEST 4TH ST  
HAMILTON ON L9C3M7

Between: WENFENG LAN Landlord

And

Danitza Caparachin Tenant

WENFENG LAN (the 'Landlord') applied for an order to terminate the tenancy and evict Danitza Caparachin (the 'Tenant') because

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 20, 2025.

The Landlord and the Tenant attended the hearing.

### Procedural History:

1. This matter was adjourned from June 26, 2025, at the Tenants' request. When she was speaking it was very difficult to understand what she was saying, she claimed to have a sore throat.
2. I also dismissed the Landlord's L2/N5 for no proof of service, this will be discussed later in this order.

### Preliminary Issue:

1. The Landlord filed a further notice supported by a Certificate of Service dated March 1, 2025, with a termination date of February 28, 2025.
2. Section 59(1) of the Act requires that a tenant be provided with **at least 14 days' notice** before the proposed termination date set out in a notice of termination for non-payment of rent. This statutory notice period is mandatory and is designed to ensure that tenants are

given a fair and reasonable opportunity to address the arrears or otherwise respond before the tenancy may be terminated. In addition to the notice requirement, section 64 of the Act provides that any application relying on a notice of termination must be filed with the Board **within 20 days after the notice is given**. Together, these provisions establish strict procedural timelines that a landlord must meet before the Board can consider granting an eviction order or related relief.

3. In this case, the Landlord's application does not meet either of these statutory requirements. The evidence shows that the notice of termination was not served at least 14 days prior to the termination date, contrary to section 59(1). Furthermore, the Landlord did not file the application within the 20-day filing period mandated by section 64. These are not minor or technical defects; they are fundamental procedural requirements that must be satisfied for the Board to have jurisdiction to consider an eviction based on the notice.
4. Serving a notice after the termination date and filing an application outside the statutory time limits are fatal defects. The notice relied upon does not comply with the Act and cannot support an eviction order.
5. The Landlord submitted additional N5 Notices had been served after filing the application.
6. The Landlord advised that additional notices of termination and related documents were served after the filing of this application and sought to rely on those materials at the hearing. The Board advised the Landlord that it could not consider new notices or alleged breaches that arose after the commencement of the application, particularly where the original notice had already been dismissed or found invalid. The Board explained that any subsequent notices or allegations must be pursued by filing a new and separate applications.
7. Throughout the hearing, I repeatedly directed the Landlord to address the rent arrears portion of the application. I specifically asked the Landlord to identify the amount of arrears claimed, the period to which the arrears related, and the method of calculation. Despite multiple opportunities, the Landlord did not answer these questions. I advised the Landlord clearly and on more than one occasion that eviction was not available due to the defective notice. I explained that the only remaining issue that could be considered was the monetary claim for arrears, and that the Board could only determine such a claim if the Landlord provided evidence—such as a rent ledger, payment history, calculation worksheet, or oral testimony—demonstrating the amount allegedly owing.
8. I also warned the Landlord that failure to provide this information could result in the dismissal of the arrears claim for lack of proof. Instead of responding to the questions asked, the Landlord repeatedly shifted their submissions toward unrelated matters, including other notices, alleged post-filing breaches, and issues that were not properly before the Board. At no time did the Landlord provide a rent ledger, documentary records, or oral testimony establishing arrears. The Landlord ultimately refused to engage with the

arrears issue despite clear direction, procedural guidance, and warnings regarding the consequences. As a result, I find that the Landlord failed to meet the evidentiary burden of proving that any rent arrears are owing, and the arrears portion of the application must therefore be dismissed.

9. For all the reason given above, the Landlord's L1/L2 applications shall be dismissed.

**It is ordered that:**

1. The Landlord's L1/L2 applications are dismissed.

**January 27, 2026**  
**Date Issued**

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Anthony Bruno  
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor  
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.