



Order under Section 69 Residential Tenancies Act, 2006

Citation: Nguyen v Bunandar, 2026 ONLTB 9699

Date: 2026-01-30

File Number: LTB-L-096170-25

In the matter of: 46 FRANCIS ST
HAMILTON ON L8L3V3

Between: Chien Nguyen Landlord

And

Hendra Bunandar Tenant

Chien Nguyen (the 'Landlord') applied for an order to terminate the tenancy and evict Hendra Bunandar (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 27, 2026. Only the Landlord attended the hearing.

As of 11:05 a.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 did not prove that the Tenant was served with the Notice of Termination for Non-Payment of Rent ('N4') in accordance with the Board's Rules. Therefore, the Landlord's application is dismissed.
2. The termination date on the N4 notice was November 11, 2025.
3. The Landlord's Certificate of Service indicated that the Tenant was served using a third-party software app known as "WhatsApp." The Landlord also provided a copy of a screenshot from WhatsApp which showed that the Landlord sent the N4 to the Tenant on October 28, 2025. The Tenant responded to the Landlord on October 29, 2025, that he had received the N4 notice.
4. The Landlord indicated that the parties had agreed to service of notices both by e-mail and by social media. The lease was uploaded to the Tribunals Ontario Portal ('TOP'). In section 18 of the lease, it states that "It's ok to communicate notices and repair via e-mail, texts."

5. Rule 3.1 of the [Board's Rules of Procedure](#) speak to the different methods of service available to parties. Rule 3.1(h) states that an approved method of service identified in the *Residential Tenancies Act* ('the Act') includes e-mail if the person or party receiving it has consented in writing to service by e-mail.
6. Rule 3.7 notes that where a party does not consent to service of a document by e-mail, the LTB may permit the document be served on such terms as are just.
7. There are several problems with the service of the N4 notice in this matter. First, the Landlord's lease is not the [Ontario Standard Lease](#) ('OSL') Had the agreement been on the OSL, it would reference the fact that notices can be exchanged via e-mail provided there is consent indicated by a checkbox and a spot to enter the e-mail addresses is included.
8. Second, the Landlord stated that the Tenant agreed to service of notices via social media. However, this is not what the lease states. Rather, it says via "e-mail" and "texts."
9. Third, the lease was never signed by the Tenant. Therefore, it cannot be said that the Tenant agreed to the lease term that the Landlord could "communicate notices and repair via e-mail, texts."
10. Given Rule 3.7, I was willing to consider the Landlord's evidence that the N4 notice came to the Tenant's attention which the Landlord submitted into evidence. The evidence shows the Landlord sent the N4 notice to the Tenant on October 28, 2025. However, the Tenant did not confirm it was received until October 29, 2025. The termination date was November 11, 2025.
11. However, the Landlord's evidence did not demonstrate that it came to the Tenant's attention with 14 days notice, as required by s. 59(1) of the Act because the Tenant confirmed receipt on the 29th which would have left only 13 days to the termination date.
12. Even if I am wrong, and the Landlord's evidence demonstrates the Tenant was sent the N4 in accordance with the prescribed timelines found in Rule 3.9, I find that the Landlord did not have consent to serve the N4 notice via a social media account. The lease was not signed and there was no specific consent given which authorized the Landlord to serve the Tenant in this manner. Further, social media accounts are not a permitted form of service of Board notices as stated in Rule 3.1.
13. Given all of the above, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 30, 2026
Date Issued

Jane Dean
Member, Landlord and Tenant Board

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