



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-081479-25

In the matter of: Basement, 80 GILLEY RD
Toronto ON M3K1L7

Between: Jiaqi Liu Landlord

And

Jiabao Wang Tenant
Hua Li

Jiaqi Liu (the 'Landlord') applied for an order to terminate the tenancy and evict Jiabao Wang and Hua Li (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 9, 2025.

The Landlord, the Tenants and the Tenants' Legal Representative, Stefan Juzkiw attended the hearing.

Determinations:

Validity of the N4 Notice

1. The Tenant submits that he did not receive a copy of the N4 Notice of Termination ('N4 Notice'). The Landlord submits that as per his certificate of service, the N4 notice was served on September 9, 2025 by placing the document under the door of the rental unit. For the reasons that follow, I find that the Landlord did not serve the Tenant in accordance with section 191 of the Act and for that reason, the Landlord's request for termination of the tenancy based upon the arrears of rent is denied.
2. At the hearing, the Landlord gave conflicting testimony about the date the N4 notice was served. In addition, the Landlord submits that he served the N4 notice by sliding it under the door of the rental unit. However, the Landlord's own video evidence shows the Landlord sliding the N4 notice through a wooden gate that appears to be the fence of the residential complex. I prefer the Tenant's evidence that he was not properly served the N4 notice in a method set out in section 191 of the Act and that the N4 notice did not come to the attention of the Tenant.
3. Section 191(1) of the *Residential Tenancies Act, 2006* (the 'Act') provides a list of ways that a notice or document can be served upon a person. I was not satisfied that the

Landlord has served the N4 Notice in a way that complies with subsection 191(1) of the Act.

4. Subsection 191(2) of the Act states that a notice that is not served in accordance with the Act is deemed to have been validly served if it is proven that its contents actually came to the attention of the person for whom it was intended.
5. I found the Tenant's testimony that he did not receive the N4 notice to be credible. I do not find that the N4 was deemed to have been validly served in accordance with section 191(2) of the Act.
6. In addition, the Landlord did not provide a complete copy of the N4 Notice of Termination ('N4 Notice') by filing it with the Board as required by section 53 of *Ontario Regulation 516/06* under the *Residential Tenancies Act, 2006* (the 'Act') and was not able to provide a valid copy of the N4 notice at the hearing.
7. Section 185 of the Act requires that an application filed with the Board shall be in the form approved by the Board and "shall be accompanied by the prescribed information and shall be signed by the applicant."
8. Section 59(2) of *Ontario Regulation 516/06* states:

If the Board permits an application to be filed in an electronic format by electronic means, "shall be accompanied by the prescribed information" in subsection 185 (1) of the Act shall be interpreted as requiring the mailing, faxing or delivery of the prescribed information such that it is received by the Board, or is deemed under the Act to have been given to the Board, within five days following the day on which the application was filed electronically with the Board.

9. As the Landlord has not provided the Board with a copy of the N4 notice and was unable to do so and given the fact I find that the N4 notice was not properly served, the Board does not have jurisdiction to terminate the tenancy based on the invalid N4 Notice.
10. The Landlord was given the option to withdraw the application to seek termination of the tenancy or to proceed with the application for arrears of rent only. The Landlord elected to proceed with the application for arrears of rent only and I was satisfied that the Landlord understood the consequences of this decision.

Amending the Application to Claim Additional Rent

11. The Landlord sought to amend the application to seek the rent for the periods of June 15, 2025 through to August 14, 2025 in the amount of \$2,900.00. The parties agreed that this amount was not paid but the Tenant asserts that this was a result of the Landlord's refusal to accept rent payments.
12. As the Tenant was prepared to respond to the claim for rent and did not dispute the amount of rent was unpaid, I find that it would not be unfair to grant the amendment sought by the Landlord.

Arrears of Rent

13. As of the hearing date, the Tenant was still in possession of the rental unit.
14. The lawful rent is \$1,450.00. It is due on the 15th day of each month.
15. Based on the Monthly rent, the daily rent/compensation is \$47.67. This amount is calculated as follows: $\$1,450.00 \times 12$, divided by 365 days.
16. The Tenant has not made any payments since the application was filed.
17. The rent arrears owing to December 14, 2025 are \$8,700.00.

Refusal to Accept Rent & Filing Fee

18. The Tenant requested that the application filing fee be denied as the rental arrears are due to the Landlord's refusal to accept the rent.
19. The Tenant entered into evidence a text message dated June 14, 2025 in which the Landlord states "...Regarding the lease, I'd like to explain that due to a family member needing to move back here soon, I will not be renewing the lease. Therefore, I cannot accept new rent."
20. The Tenant also entered into evidence an email from the Tenant's Legal Representative dated December 4, 2025 in which the Tenant's Legal Representative states "be advised the tenants have made several attempts and tried to pay you \$8,700.00 for current rent and rent arrears but you have refused to take this from the tenants."
21. The Landlord submits that he did not refuse rent but declined to accept rent for the periods of June 15, 2025 to August 14, 2025 as he gave an N12 notice and intended to apply the last month's rent to the month of August.
22. In this case, the Landlord stated in a text message to the Tenant that he would not be accepting new rent. In addition, the letter from the Tenant's Legal Representative states that despite multiple attempts to pay the rent, the Landlord has refused to accept any payments.
23. Based on the evidence before me, I am satisfied that the Landlord declined to accept further rent and as a result, I am exercising my discretion under subsections 204(1) and 204(2) to deny granting the filing fee in favour of the Landlords.

It is ordered that:

1. The Tenant shall pay to the Landlord \$8,700.00. This amount includes rent arrears owing up to December 31, 2025.

2. If the Tenant does not pay the Landlord the full amount owing on or before February 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 11, 2026 at 4.00% annually on the balance outstanding.

January 30, 2026

Date Issued

Christopher Lin

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.