



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-090594-25

In the matter of: upper, 1157 DROUILLARD RD
WINDSOR ON N8Y2R2

Between: Doanh Duong Landlord

And

Adam Gauthier Tenant

Doanh Duong (the 'Landlord') applied for an order to terminate the tenancy and evict Adam Gauthier (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 20, 2026.

Only the Landlord attended the hearing.

As of 3:43 p.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 served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) on October 21, 2025, deemed served the same day. The N4 notice includes rent arrears starting from January 1, 2025, to December 1, 2025.
2. The N4 notice has the following details on page 2:

3. I find that although the N4 notice was signed by the Landlord on October 21, 2025, and served on the same date, it seeks to claim “future” rent payable for the months of November and December 2025.

4. Section 59(2) of the *Residential Tenancies Act, 2006* (the 'Act') states:

The notice of termination shall set **out the amount of rent due and shall specify that the tenant may avoid the termination of the tenancy by paying**, on or before the termination date specified in the notice, the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment by the tenant.
[Emphasis Added]

5. Pursuant to section 59 of the Act, the purpose of the N4 notice is to clearly establish the amount of rent due, this is a mandatory requirement under the Act. In this case, the amount of rent noted on the N4 notice that the Tenant must pay to void the notice is \$7,790.00. This amount includes rent periods for November and December 2025 as being unpaid. Therefore, the notice advises the Tenant that in order to void the notice, they have 14 days to pay the arrears of rent incurred to October 31, 2025, as well as pre-pay the November and December rent. However, the Act does not permit a landlord to seek eviction of a tenant on the basis of future rents or if the Tenant does not pre-pay rent.

6. I find that the table outlining rent charged/owing and the rental periods is inaccurate, as future rent may not be claimed as owing in arrears on an N4 notice. I find a reasonable person would not be able to understand the notice or what amount is actually payable to void it.

7. Since the Landlord failed to set out the correct amount of rent due, I find that the N4 notice of termination is confusing and inaccurate, and hence, defective. The Board may not terminate a tenancy on the basis of a defective notice.

8. As a result of the defects with the N4 Notice, the Landlord requested to amend the amount owing to reflect the correct amount and to then convert this application to an L9 application for arrears only, without seeking eviction. I do not find that I have enough evidence before me to grant the Landlord's request since the amount of rent arrears claimed by the Landlord were unsubstantiated and contradictory. The L1 application that the Landlord filed includes rent owed in the amount of \$7,790.00 up to January 1, 2026. At the hearing the Landlord also claimed that the rent arrears are \$10,070.00 to January 31, 2026. On the basis of the inconsistent evidence, I am not satisfied that the Landlord met the burden of proof to establish the correct amount of arrears of rent owing.

9. In these circumstances, I find it would be inappropriate to amend the L1 application to an L9 application as there was insufficient evidence to demonstrate the amount of arrears owing. On this basis I find it appropriate to dismiss the application.

It is ordered that:

1. The Landlord's L1 application is dismissed.

February 2,, 2026
Date Issued

Sheena Brar
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.