



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-053348-25-RV

In the matter of: UPPER UNIT, 22 FIRST ST
ORANGEVILLE ON L9W2C7

Between: 2309906 Ontario Inc. Landlord

And

ASHLEY TEMPLE THOMAS Tenant

Review Order

2309906 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict ASHLEY TEMPLE THOMAS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by LTB-L-053348-25 issued on September 25, 2025. Only the Landlord's Legal Representative attended the hearing.

On October 6, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 7, 2025, interim order LTB-L-053348-25-RV-IN was issued, staying the order issued on September 25, 2025.

This request to review was heard by videoconference on October 27, 2025 and February 3, 2026.

The Landlord's Legal Representative, Alexia Meli, and the Tenant attended the hearing on October 27, 2025.

Only the Landlord's Agent, Andrew Adams, and the Landlord's Legal Representative, Alexia Meli, attended the hearing on February 3, 2026.

As of 9:49 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:

Request to Review

1. The Tenant's request for an adjournment at the October 27, 2025 hearing was denied. The Tenant requested an adjournment to obtain legal advice. Given that the review was filed by the Tenant and that the Notice of Hearing, with the contact information for Legal Aid Ontario, was provided to the parties on October 7, 2025, I find that the Tenant has had ample time to seek legal advice and an adjournment would offend the Board's mandate to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter
2. While the Tenant's request for review is based on the grounds of not being reasonably able to participate in the September 16, 2025 hearing, I am satisfied that the review must be granted on the basis that the order issued on September 25, 2025 contains a serious error of jurisdiction. The parties were provided an opportunity at the hearing to provide submissions on this issue.
3. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-Payment of Rent ("N4 Notice").
4. Section 59(2) of the *Residential Tenancies Act*, 2006 (the "Act") provides:

59 (2) 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.

[Underlining added]

5. Strict compliance is required with the mandatory content requirements of notices of termination under the Act. A notice of termination which does not comply with the mandatory content requirements of the Act is void and cannot be amended or corrected. [See *Bianchi v. Agunno*, 1983 CanLII 1967 (ONSC); (1983), 42 O.R. (2d) 76 (Div Ct), and *Vu v. Kiumarsi*, 2021 CanLII 115915 (ON LTB) at para. 7]
6. The N4 Notice in this case includes amounts for alleged unpaid utilities. As such, I find the N4 Notice did not correctly reflect the amount of rent owing as of the date the N4 Notice was served and the N4 Notice is invalid.
7. The order issued on September 25, 2025 terminates the tenancy if the Tenant did not void the order with payment to the Landlord. The Board has no jurisdiction to grant eviction of any sort – contingent or otherwise – based on a defective notice of termination. As such, the order contains a serious error and the request to review must be granted.
8. The Landlord elected to proceed with their application for an order for arrears only pursuant to section 87(1)(a) of the Act and the filing fee in the amount of \$186.00.

Arrears

9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The Tenant did not pay the total rent they were required to pay for the period from April 1, 2024 to February 28, 2026.
11. The lawful rent is \$1,800.00. It is due on the 1st day of each month.
12. The Tenant has not made any payments since the application was filed.
13. The rent arrears owing to February 28, 2026 are \$33,000.00.
14. 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 request to review order LTB-L-053348-25 issued on September 25, 2025 is granted. The order is cancelled and replaced with this order.
2. The Tenant shall pay to the Landlords \$33,186.00. This amount includes rent arrears owing up to February 28, 2026 and the cost of the application.
3. If the Tenant does not pay the Landlord the full amount owing on or before February 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 24, 2026 at 4.00% annually on the balance outstanding.

February 12, 2026
Date Issued

Vicky Liu
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.