



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

File Number: LTB-L-101240-25

In the matter of: 29 LABRISH RD
BRAMPTON ON L7A5C2

Between: Parshu Shrestha Landlord
Kayastha Gayatri

And

Altan Green Tenant

Parshu Shrestha and Kayastha Gayatri (the 'Landlord') applied for an order to terminate the tenancy and evict Altan Green (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 10, 2026.

The Landlords, Landlord's legal representatives Binaya Kumar Nepal and Basanta Sapkota, and the Tenant attended the hearing.

Preliminary Issue:

1. The Board raised a preliminary issue with the Landlord regarding the validity of their N4 Notice. The N4 Notice contains the following chart on page 2:
2. The Board asked the Tenant about their understanding of the third line of the N4 Notice, which states that the rent charged from October 1, 2025 to November 1, 2025 is \$5,600.00 while the monthly rent is \$2,800.00. The Tenant testified that he was confused and unsure whether the amount was accurate, as it was unclear if the rent for November 2025 was

intended to be included. He further stated that, after receiving the N4 Notice, he attempted to contact the Landlord's representative for clarification but did not receive a response.

3. The Landlord's representative acknowledged that the N4 Notice contains an error but submitted that the Tenant should have taken further steps to determine the meaning of the Notice.
4. The onus is on the Landlord to ensure their documents are properly drafted and without ambiguity. Section 59(2) of the *Residential Tenancies Act* (the Act) states:

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.

5. It is evident on the face of the N4 Notice that it contains a defect, as acknowledged by the Landlord. I considered section 212 of the Act but find that the Tenant was significantly prejudiced by the error. Specifically, the Tenant was not provided a fair opportunity to void the N4 Notice as a result of the Landlord's error. I therefore concluded at the hearing that the Notice is defective.
6. After determining that the N4 Notice was defective, the Landlord elected to proceed with an arrears-only application, without the ability to seek an eviction remedy.

Determinations:

7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$2,800.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$92.05. This amount is calculated as follows: \$2,800.00 x 12, divided by 365 days.
10. The Tenant has paid \$3,600.00 to the Landlord since the application was filed.
11. The rent arrears owing to February 28, 2026 are \$14,100.00. This amount was not in dispute.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Tenant proposed a payment plan of \$400.00 per month to address the full arrears. The Landlord opposed this request, noting that the Tenant was unable to provide any concrete explanation of how they would obtain the funds necessary to sustain such a plan. I agree with the Landlord. The Tenant merely asserted that they would have sufficient funds to cover both their monthly rent and the additional \$400.00 but offered no evidence or explanation to support that assertion. As a result no payment plan will be ordered and the amount owing will become due and payable by February 28, 2026.

It is ordered that:

1. The Tenant shall pay the Landlord \$14,286.00 for arrears of rent to February 28, 2026 and the application filing fee.
2. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 13, 2026

Date Issued

Brett Lockwood

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.