



Order under Subsection 69 Residential Tenancies Act, 2006

File Number: LTB-L-099683-25

In the matter of: 1, 149 BRIDGE ST
Carleton Place ON K7C2V6

Between: Shpia Corp Landlord

And

Michael Clark Tenant

Shpia Corp (the 'Landlord') applied for an order requiring Michael Clark (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on February 5, 2026.

Only the Landlord's Agent, Arton Sallahi, attended the hearing.

As of, 10:48 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 N4 Notice of Termination (N4 notice) the Landlords served the Tenants indicated on the first page that the amount to void the notice was \$6,300.00. However, the amount listed on the second page in the table used to calculate the total amount to void the notice indicated that the total to owing was \$10,800.00.
2. Subsection 59(2) of the *Residential Tenancies Act*, 2006 (the 'Act') provides that "the notice of termination shall set out the amount of rent due and shall specify that the Tenant may void 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 of the tenant." Therefore, the content of the notice must be certain and unambiguous to allow the Tenant to know at the time of service what the correct rent charged and the correct rent owing should be for a specific period, to avoid the termination of the tenancy. In this case the content of the N4 notice is not certain and unambiguous; therefore, the N4 notice is invalid.

3. Section 212(2) of the Act provides that an error in the contents of a form will still be substantially compliant with the Act as long as the error does not significantly prejudice a party's ability to participate in the proceeding.
4. Here, I am not satisfied that the notice substantially complies because the amount stated on the first page as the amount to void the N4 notice is the incorrect amount. It is not possible for the Tenant to know which amount to pay as the amounts on the two pages are so vastly different. The difference in the amounts is too great and the error cannot be said to be minor and therefore substantially prejudices the Tenant. As such, the N4 notice does not state with certain and unambiguous terms what the correct rent amount owing is and therefore cannot substantially comply.
5. Because the Board is unable to issue an order for eviction based on an invalid notice, the Landlord's Agent was offered the choice of proceeding with the L1 application based on a request for the arrears only or withdrawing the application. The Landlord's sought to proceed on the basis of arrears only.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The Tenant did not pay the total rent they were required to pay for the period from June 1, 2025, to February 28, 2026.
8. The lawful rent is \$1,800.00. It is due on the 1st day of each month.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to February 28, 2026, are \$16,200.00.
11. 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 Tenant shall pay to the Landlord \$16,386.00. This amount includes rent arrears owing up to February 28, 2026, and the cost of the application.
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 17, 2026
Date Issued

Nicole Pedron
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.