



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

**File Number:** LTB-L-092102-25

**In the matter of:** 5311, 395 BLOOR ST E  
TORONTO ON M4W0B4

**Between:** Bin JI Landlord

**And**

EHLAM MANAGUA VEDIO Tenant

Bin JI (the 'Landlord') applied for an order to terminate the tenancy and evict EHLAM MANAGUA VEDIO (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 12, 2026.

The Landlord and the Tenant attended the hearing.

**Preliminary Issue:**

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The chart on page 2 of the N4 Notice shows the following:
2. The Board raised a preliminary issue regarding the validity of the N4 Notice. Specifically, the Notice is unclear on its face regarding which periods the N4 Notice covered as well as how much rent was charged during said periods. At the hearing, the Landlord confirmed that rent is due on the 13<sup>th</sup> of the month in the amount of \$2,640.00. The Landlord also

confirmed that the rent periods he intended to put on the N4 Notice was February 13, 2025 to October 12, 2025.

3. Had the Landlord written the rental periods in the N4 Notice in which he intended, the total rent that would have come due was \$21,120.00. The N4 Notice has rent charged of \$23,923.74.
4. 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. The N4 Notice is improper on its face as it does not include the proper rental periods or the rent that came due during said periods. As a result, I find the N4 Notice defective.
6. The Landlord elected to proceed with an arrears-only application without the possibility of eviction. After the Landlord made their election, the parties consented to an order. I was satisfied the parties understood the consent.

**It is ordered on consent that:**

1. The Tenant shall pay the Landlord \$22,286.00 for rent arrears 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 April 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 23, 2026 at 4.00% annually on the balance outstanding.

**February 18, 2026**  
**Date Issued**

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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.