



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105171-25

In the matter of: Unit 24, 1764 RATHBURN RD E
MISSISSAUGA ON L4W2N8

Between: Minh Vu Nguyen Landlord

And

Tieng Thi Lam Tenant

Minh Vu Nguyen (the 'Landlord') applied for an order to terminate the tenancy and evict Tieng Thi Lam (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 Landlord, the Landlord's Legal Representative, Scott McAllister, the Tenant and the Tenant's Legal Representative, Moezzam Alvi, attended the hearing.

Determinations:

Pre-liminary Issue – Jurisdiction

1. The Tenant's Legal Representative submitted that the Tenant was not a Tenant within the meaning of the *Residential Tenancies Act, 2006* (the 'Act') and had an ownership interest in the rental unit and that this was being litigated in the Superior Court of Justice.
2. The Landlord's Legal Representative submitted that the Tenant's claim of ownership interest as well as the jurisdiction of the Board was addressed in order LTB-L-085261-24. The order was regarding the Landlord's application to terminate the tenancy on the basis that the Landlord required the rental unit for the purpose of residential occupation (the 'Own Use Application'). The order had not been reviewed or appealed as of the date of the hearing.
3. Based on the evidence and submissions of the parties, and my review of the aforesaid order, I was satisfied that the Tenant met the definition of Tenant under the Act and, as such, the Board had jurisdiction to hear the matter.
4. That said, in reviewing the Own Use Application, I noted that the termination date in the N12 notice of termination was the end of the month. This would mean that the rent is due on the 1st of the month and not the 15th of each month as set out in the Landlord's Notice

to End Tenancy Early for Non-payment of Rent (N4 Notice), which was the basis for the eviction application before me.

5. The Landlord's Legal Representative submitted that rent was due on the 15th day of each month as it coincided with when the Landlord took ownership of the property and assumed the Tenant. As explained at the hearing, section 18 of the Act states that covenants run with the land. The rental period in the tenancy does not change simply because there is a new owner.
6. The N4 Notice is a voidable notice, in light of this, the correct details such as the rental periods and amounts owing must be included in the notice so as not to deprive the Tenant the opportunity to void the N4 Notice. Accordingly, I found the N4 Notice to be defective.
7. The Board cannot grant termination based on a defective notice of termination.
8. The Landlord's Legal Representative was given the option of proceeding with the application for an order for arrears only or to withdraw the application. The Landlord's Legal Representative requested to withdraw the application and I consented to the request.

It is ordered that:

1. The Landlord's application is withdrawn.

February 23, 2026
Date Issued

Rachel Gibbons
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.