



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

File Number: LTB-L-098495-25

In the matter of: MAIN, 3 LYNN GATE CRES
TORONTO ON M1T2E1

Between: XIAOYA QIU Landlord

And

KRISZTIAN BALOG Tenant

XIAOYA QIU (the 'Landlord') applied for an order to terminate the tenancy and evict KRISZTIAN BALOG (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 9, 2026.

Only the Landlord attended the hearing.

As of 2:05 p.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. On November 6, 2025, the Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) with a termination date of November 20, 2025. The N5 Notice identifies the monthly rent for September 2025 as \$3,759.00, the monthly rent for October 2025 as \$2,980.00 and the monthly rent for November 2025 as \$3,443.00. The N4 alleges that the Tenant owed \$10,182.00 in rent arrears and required the Tenant to pay this amount by November 20, 2025.
2. At the hearing, the Landlord testified that the lawful monthly rent is \$2,980.00. A copy of the written tenancy agreement was submitted into evidence confirming this amount.
3. The N4 notice included amounts for utilities that the Tenant was allegedly responsible to pay. The Landlord acknowledged that utilities were included in the arrears calculation set out in the N4. The utility charges are determined by a fluctuating amount each month.

4. Subsection 59(2) of the *Residential Tenancies Act, 2006* (Act) sets out requirements for the contents of an N4 Notice. This section reads as follows:

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. [emphasis added]

5. "Utility charges are not "rent" unless the tenancy agreement provides that the Tenant must pay a fixed charge each month for the utilities. On this case, the Landlord submitted that the Tenant is to pay 50% of the charges for utilities. The evidence before the Board does not establish that the utilities formed part of the lawful monthly rent of \$2,980.00 and therefore cannot be included in an N4 Notice as rent arrears. A landlord can instead claim compensation for unpaid utilities under s.88.2 of the Act using an L2 Application,
6. A notice of termination which is incorrect or does not comply with the mandatory content requirements of the Act is void and cannot be amended or corrected (*George V Apartments Ltd. V. Cobb*, [2002] O.J. No. 5981 (Ont. Div. Ct.)).
7. As the monthly rent for September -November 2025 is incorrect on the N4 Notice, I find that the N4 Notice is not in compliance with the Act because it overstates the arrears and as such, is invalid.
8. Section 69(1) of the Act permits a landlord to apply to the Board for an order terminating a tenancy and evicting a tenant if the tenant has not paid rent lawfully required under the tenancy agreement. However, an application under section 69 must be based on a valid notice of termination given in accordance with sections 43 and 59 of the Act. As the N4 Notice is invalid the Board cannot issue an eviction order. In addition, the L1 application also incorrectly identifies the arrears of rent owing by the Tenant for the period September -November 2025.

13. Therefore, the L1 application must be dismissed.

It is ordered that:

1. The Landlord's L1 application is dismissed.

February 20, 2026
Date Issued

Teresa Hunt
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.