



Order under Section 69 Residential Tenancies Act, 2006

Citation: Zhang v Vandenberg, 2026 ONLTB 16286

Date: 2026-02-23

File Number: LTB-L-099131-25

In the matter of: 1773 20 SIDERD
INNISFIL ON L9S4H8

Between: Kai Lin Zhang Landlord

And

Myriam Vandenberg Tenant

Kai Lin Zhang (the 'Landlord') applied for an order to terminate the tenancy and evict Myriam Vandenberg (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 4, 2026.

The Landlord, the Landlord's Legal Representative Agatha Small, the Tenant and the Tenants Legal Representative Adam Baird attended the hearing.

Determinations:

Preliminary Issue: Arrears owing - validity of N4 Notice of Termination and Application

1. The Tenant's Legal Representative asserts that the Landlord is in breach of section 12(1) of the *Residential Tenancies Act, 2006* (the 'Act') as the tenancy agreement does not set out the Landlord's address resulting in a suspension in the Tenant's obligation to pay rent, and the Landlord ability to require the Tenant to pay rent.
2. The Landlord does not dispute that the Tenant does not have his address, but states that the Tenant has not asked for it, and had his email address and phone number.
3. Section 12(1) of the Act states:

Every written tenancy agreement entered into on or after June 17, 1998 shall set out the legal name and address of the landlord to be used for the purpose of giving notices or other documents under this Act.

4. There is no requirement for the Tenant to request the Landlord's address as it is to be included in the tenancy agreement.

5. Additionally section 12(4) of the Act goes on to state:

Until a landlord has complied with subsections (1) and (2), or with subsection (3), as the case may be,

(a) the tenant's obligation to pay rent is suspended; and

(b) the landlord shall not require the tenant to pay rent.

6. The tenancy agreement between the parties was entered into on January 31, 2023 and does not set out the Landlord's address as required by section 12 (1) of the Act.
7. The parties do not dispute that as of this hearing the Landlord has not provided an address to be used for the purpose of giving notices or other documents under this Act.
8. The Landlord's N4 Notice of Termination dated May 1, 2025 alleges that the Tenant owes \$11,200.00 in rent and that if the Tenant does not pay that amount by May 17, 2025, the Landlord can apply to the Board for termination of the tenancy.
9. Sections 4(a) and (b) of the Act are clear the Tenant's obligation to pay rent is suspended until the Landlord has complied with section 12(1) additionally the Landlord shall not require the tenant to pay rent.
10. As such the Landlord's N4 Notice of Termination is invalid.
11. Additionally pursuant to sections 4(a) and (b) of the Act the Landlord's L1 Application would also fail, and must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

February 23, 2026

Date Issued

Sean Ramage

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.