



Order under Section 69 Residential Tenancies Act, 2006

Citation: Petten v Hollohan, ONLTB 0

Date:

File Number: LTB-L-000013-26

In the matter of: 31, 31 Nanticoke Valley Rd
Nanticoke ON N0A1L0

Between: Allen Petten Landlord

And

Debbie Hollohan Tenant

Allen Petten (the 'Landlord') applied for an order to terminate the tenancy and evict Debbie Hollohan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 17, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). However, for the following reasons, I find that the N4 Notice is invalid.
2. I say this primarily because the rent calculations on the second page of the N4 Notice are completely incorrect. For example, the N4 Notice says that the monthly rent for July 2025 was \$1,500.00 and the Tenant paid \$600.00. (I would also note that the handwriting regarding what amount the Tenant paid for July 2025 is very unclear. However, the Landlord confirmed at the hearing that the Tenant paid \$600.00 for July 2025.) This means that the remaining rent owing for July 2025 should be \$900.00. However, the N4 Notice claims \$1,200.00 owing for July 2025.
3. Also, the N4 Notice says that the monthly rent for August 2025 was \$1,500.00 and the Tenant made no payments towards August's rent. This means the remaining rent owing for August 2025 should be \$1,500.00. However, the N4 Notice claims \$3,000.00 owing for August 2025.

4. Finally, based on the payments the Landlord described at the hearing and that are identified on the N4 Notice, the rent arrears owing for the period commencing June 1, 2025, to August 31, 2025, should be \$2,700.00 $(\$1,500.00 \times 3) - \$1,800.00 = \$2,700.00$.) However, the N4 Notice claims a total of \$3,000.00 in rent owing for this time period.
5. As the N4 Notice contains multiple calculation errors, it does not correctly identify the amount of rent the Tenant owes for the period commencing June 1, 2025, to August 31, 2025.
6. Pursuant to subsection 59(2) of the *Residential Tenancies Act, 2006* (the 'Act'), the N4 Notice "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." As the N4 Notice fails to correctly set out the amount of rent the Tenant owes, it fails to comply with the mandatory requirements of the Act and is invalid. As the N4 Notice is invalid, it cannot result in a termination of this tenancy.
7. At the hearing, as the N4 Notice was found to be invalid, the Landlord requested the consent of the Board to withdraw their application.
8. Pursuant to subsection 200(4) of the Act, I consent to the Landlord's request to withdraw the application.

It is ordered that:

1. The Landlord's application is dismissed as withdrawn.

February 24, 2026
Date Issued

Laura Hartslief
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.