



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lian v Palani, 2026 ONLTB 18595

Date: 2026-03-04

File Number: LTB-L-105796-25

In the matter of: Main Floor, 33 FIELDSIDE DR
SCARBOROUGH ON M1V3C4

Between: Wenbin Lian Landlord
National Bank of Canada (former landlord)

And

Kirupa Palani Tenant

Wenbin Lian and National Bank of Canada (former landlord) (the 'Landlord') applied for an order to terminate the tenancy and evict Kirupa Palani (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 25, 2026.

The Landlord's representative Jiangning Guo, the Tenant and the Tenant's agent Amizhthini Nakkeeran attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.

Validity of Form N4

2. A preliminary issue was raised with respect to the rental unit identification on the Form N4 served by the Landlord.
3. For the reasons that follow, I find the rental unit was not correctly identified on the Landlord's Form N4 as required by subsection 43(1)(a) of the *Residential Tenancies Act, 2006* (the "Act"). As a result, I also find that the Form N4 is invalid.

4. The N4 notice was served upon "*Kirupa Palani and all other tenants*" and identifies the rental unit address as being "*33 Fieldside Drive ...*". Although a unit notation was not included on the Form N4, it is not disputed that there are two distinct and separate units in the residential complex, being the "main floor" and "basement" units.
5. The Landlord's L1 Application, in contrast, provides that the rental unit is the "main floor" unit. At the hearing, the Landlord submitted the Tenant resides in the "main floor" unit. The Tenant's lease agreement from 2023 did not specify a rental unit, however the Landlord's representative indicated that the prior mortgagee in possession indicated that the Tenant was seen residing on the "main floor" unit.
6. The Tenant testified he resides in the "basement" unit. The Tenant moved into the rental unit prior to the mortgagee taking possession of the building and prior to the current Landlord purchasing the building from the mortgagee. The Tenant submits he has always resided in the "basement" unit paying \$800/month and the Tenant testified the prior owner previously resided in the "main floor" unit until it was leased to other tenants. I found the Tenant's testimony on this issue to be convincing.
7. Based upon the Tenant's direct evidence that he has always resided in the "basement" unit which I find more convincing than the Landlord's hearsay evidence, I find the Tenant is residing in the "basement" unit. Subsection 43(1)(a) of the Act specifies that a notice of termination "*shall identify the rental unit for which the notice is given*". It is clear this was not done as the Landlord failed to identify which of the two units the Tenant resides.
8. While I am mindful that section 212 of the Act provides that "*substantial compliance*" with respect to the contents of forms "*is sufficient*", I do not find there has been substantial compliance in this case. In addition to the legislative requirement to identify the rental unit, there is also a practical component should eviction be ordered, and the sheriff is directed to give vacant possession of the Tenant's unit to the Landlord. Here, the Form N4 refers to the entire home, the L1 Application specifies the "main floor" unit and the Tenant is actually residing in the "basement" unit. The Tenant stated he never received the Form N4 and in the circumstances, it is clear that both the Landlord and Tenant were materially at odds over which portion of the home the Landlord was seeking to reclaim possession for non-payment of rent. It is also unclear in the circumstances whether the lack of unit number notation may have resulted in the Tenant not receiving the Form N4, as claimed. The Tenant was significantly prejudiced as a result. As such, I find the Landlord's application must fail as the Form N4 served was defective.

It is ordered that:

1. The Landlord's application is dismissed, without prejudice.

March 4, 2026
Date Issued

Peter Nicholson
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.