



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

File Number: LTB-L-098662-25

In the matter of: B, 176 COUNTY ROAD 29
FRANKVILLE ONTARIO K0E1H0

Between: Marsha Beaupre Landlord

And

Victoria Steacy Tenant

Marsha Beaupre (the 'Landlord') applied for an order to terminate the tenancy and evict Victoria Steacy (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 11, 2026.

The Landlord and the Tenant's Agent, Isabella Louise Beck, attended the hearing.

Determinations:

1. The Landlord's documents submitted to the Board to support their application are inconsistent and fail to establish the lawful rent rate. Specifically,
 - The N4 Notice of Termination ('N4 notice') that the Landlord served on the Tenant states the following:
 - a rental period being from October 18, 2023, to October 31, 2023, for which \$338.00 was charged in rent and the balance owing is \$138.00. (At the rate charged for the 13 days, this would indicate a per diem rent rate of \$26.00 or a monthly rent rate of \$790.00);
 - The second line on the N4 notice indicates the rental period of November 1, 2023, to October 31, 2025, for which \$20,125.00 was charged in rent. (This period covers 24 months of rent, which would indicate a monthly rent rate of \$838.54)
 - The L1 application filed with the Board indicates that the lawful monthly rent is \$825.00.

2. On the basis of the Landlord's own evidence, the N4 notice states the wrong amount of rent charged for at least one of the rental periods and also incorrectly states a rental period.
3. I find that the N4 notice is invalid. A N4 notice must correctly state both the rent charged and the rental period for which the rent is charged. A mistake in either of these will call into question the amount of rent due for the rental period stated. Subsection 59(2) of the *Residential Tenancies Act, 2006* (the 'Act') provides that "the notice of termination shall set out the amount of rent due and shall specify that the Tenant may void 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 of the tenant." Therefore, the content of the notice must be certain and unambiguous to allow the Tenant to know at the time of service what the correct rent charged and the correct rent owing should be for a specific period. In this case, the content of the N4 notice is not certain and unambiguous, the information stated in the notice states multiple rent amounts and differing rental periods; therefore, the N4 notice is invalid.
4. I advised the Landlord that her application for termination of tenancy could not continue as it was based on a defective notice. However, the Landlord would still have the opportunity to pursue their application for arrears of rent only, without a termination of the tenancy, if they chose to do so.
5. At the hearing, the Landlord testified that she did not know the actual lawful monthly rent amount for the rental unit, and she believed it to be \$825.00 per month. She said the parties had an agreement for the Tenant to provide renovations in the house in exchange for the Tenant and their family to live in the house for a reduced monthly rent. However, the parties never agreed to a firm monthly rent amount.
6. The Tenant's agent, Isabella Louise Beck, the daughter of the Tenant, gave oral testimony and agreed that no specific rent amount was agreed upon and her mother believed the rent to be \$750.00 per month.
7. Based on the evidence before me, and the Landlord's own testimony, I find that the N4 notice is defective because it is unclear as to the lawful monthly rent, and therefore what amount would be owing for the periods claimed. Furthermore, as the Landlord could not demonstrate on a balance of probabilities the lawful monthly rent rate, the calculation of arrears of rent could not be established in order to permit the Landlord to proceed on an arrears only application.
8. Therefore, the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 2, 2026

Date Issued

Colette Myers

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.