



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105755-25

In the matter of: 1705, 55 COOPER ST
TORONTO ON M5E0G1

Between: Hwa Sun Myung Landlord

And

Shamaine Mootoosawmy Tenant

Hwa Sun Myung (the 'Landlord') applied for an order to terminate the tenancy and evict Shamaine Mootoosawmy (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, the Landlord's support, Richard Oh, the Tenant and the Tenant's Legal Representative, Brittany-Rose Ward, attended the hearing.

Determinations:

1. At the hearing, the Tenant's Legal Representative raised 3 preliminary issues, which are summarized as follows:
 - the Landlord failed to correctly identify the unit in the N4 notice of termination (the 'N4 Notice') as required by section 43 of the *Residential Tenancies Act, 2006* (the 'Act');
 - the tenancy agreement did not set out the address for the landlord as required under section 12 of the Act; and
 - the N4 Notice listed the incorrect rent as the Tenant was only responsible for half of the monthly rent as she was not a joint tenant under lease and had a tenancy in common.
2. With respect to the N4 Notice, I noted that the Landlord failed to file a Certificate of Service with the application as required by the section 53 of O. Reg. 516/06 under the Act. In light of this, and combined with the fact that the municipality and postal code for the rental unit were not stated in the N4 Notice, I found the notice to be defective and dismissed the eviction portion of the application.

3. It was then contemplated whether the application could proceed based on arrears only, which the Landlord was prepared to do. The Tenant's Legal Representative submitted, in essence, that the Landlord could not require the Tenant pay rent until he provided the Tenant with his address. The Tenant did not learn of the address for the Landlord until they received a copy of the application. To this end, as the Landlord had not fully complied with subsection 12(1) of the Act, he was not allowed to file an application for arrears as per subsection 12(4) of the Act.

Analysis

4. Section 12, subsections (1) and (4) of the Act state,
 - (1) 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) 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 [emphasis added].
5. Subsection 12 (5) of the Act provides that once the landlord has complied with subsection (1) and (2), or with subsection (3), as the case may be, the landlord may require the tenant to pay any rent withheld by the tenant under subsection (4).
6. As the Landlord did not provide the Tenant with a tenancy agreement that included his address to be used for the purpose of giving notices or other documents under the Act prior to filing the application with the Board, I find that the Landlord was not permitted to file the application as the application seeks, among other things, an order from the Board requiring the Tenant to pay the rent.
7. Accordingly, the Landlord's application must be dismissed. Given my findings regarding the validity of the N4 Notice and the application, I need not make determinations with respect to the lawful rent and whether or not the Tenant's tenancy was a joint tenancy or tenancy in common.

It is ordered that:

1. The Landlord's application is dismissed.

March 4, 2026

Date Issued

Rachel Gibbons

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.