



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

File Number: LTB-L-075241-25

In the matter of: 10, 531 HIGHT ST
ORILLIA ON L3V4X9

Between: RAJVI PATEL Landlord

And

CHRISTAIN BELLIVEAU Tenant

RAJVI PATEL (the 'Landlord') applied for an order to terminate the tenancy and evict CHRISTAIN BELLIVEAU (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:

1. The Landlord filed a certificate of service that did not list the date that the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) was served. At the hearing the Landlord initially testified that the N4 notice was served on August 23, 2025, by email but then mentioned other dates. The Landlord produced a copy of the email that included the N4 notice during the hearing (DOC-7380594). The email shows that it was sent on August 24, 2025. The Landlord's property manager also attended but could not produce any evidence to show that the N4 notice was served earlier than August 24, 2025. Based upon the email evidence I find that the N4 notice of termination was served on August 24, 2025.
2. Section 59(1)(b) of the *Residential Tenancies Act, 2006* ('the Act') establishes that a landlord can give an N4 notice to be effective not earlier than 14th day after the notice is given. Rule 1.13 of the Board's Rules of Procedure establishes that when something must be done within a specific number of days, the days are counted by excluding the first day and including the last day.
3. The date of termination in the N4 notice is September 6, 2025. As such the Landlord only gave the Tenant 13 days notice, not the required 14. This makes the N4 notice defective. I do not find that it can be saved by section 212 of the Act as 13 days is not substantially compliant with 14 days. The Act sets clear notice requirements that must be provided.

4. Eviction cannot be ordered based upon a defective notice of termination. The Landlord indicated that they did not want an arrears only order. While the Tenant filed section 82 issues, they indicated that they did not seek to raise them if the application was going to be dismissed. Both parties indicated that they intend to raise their issues in a new application.

It is ordered that:

1. The application is dismissed.

March 9, 2026
Date Issued

Amanda Kovats
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.