



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

File Number: LTB-L-105689-25

In the matter of: 135 VILLANDRY CRES
MAPLE ON L6A 2P8

Between: Chon Lei Landlord

and

Divakar Paramsothy
Sutharsini Uthayasundaram Tenants

Chon Lei (the 'Landlord') applied for an order requiring Divakar Paramsothy and Sutharsini Uthayasundaram (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on February 24, 2026. The Landlord, and the Tenant, Divakar Paramsothy, attended the hearing on behalf of the Tenants.

Determinations:

Validity of the Notice

1. For the reasons provided below, I find the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) dated November 30, 2025, that was served upon the Tenants on the same date, was not an accurate statement of the outstanding arrears at the time it was served and is therefore invalid.
2. The lawful rent is \$3,100.00 and the rent is due on the 1st day of each month. The second row of the N4 notice covered the period of August 28, 2025 to October 31, 2025. The N4 states that rent charge for the period was \$21,286.00, and a payment of \$3,000.00 is reflected. However, the rent charges for this period should be \$9,300.00 (\$3,100.00 x 3 months), and not \$21,286.00. In addition, the August rent period begins on August 1, not August 28.
3. The Tenant raised an objection that rent arrears up to August 31, 2025, are already addressed in a prior order issued by the Board, LTB-L-047597-25, dated August 28, 2025.
4. The Landlord indicated that \$21,286.00 remains outstanding so he served the N4 notice dated November 30, 2025. I informed the Landlord that he can enforce his order for LTB-L-047597-25 for arrears up to August 31, 2025, but cannot obtain a second order for those same arrears.

5. I also indicated to the Landlord that subsection 59(2) of the *Residential Tenancies Act, 2006* ('the Act') sets out the requirements of the content of the N4 Notice:

“the notice of termination 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, 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 by the tenant.”

6. The N4 notice reflects that \$21,286.00 was owed for the period of August 28, 2025 to October 31, 2025. However, as the Landlord already had an order for the rent up to August 31, 2025, the N4 Notice should only have included rent arrears for the period of September 1, 2025 to October 31, 2025 .
7. In this case, the notice is in direct contravention of s. 59(2) which requires an accurate calculation of the amount of rent due. The amount claimed in the N4 notice substantially exceeds the rent that could have been due for that period. In addition, arrears up to August 31, 2025 had already been addressed in Board order LTB-L-047597-25 and could not properly be included again in the N4 notice. Given that the notice does not accurately set out the amount of rent due, I find it to be invalid.
8. At the hearing, the Landlord was presented with the option to proceed for arrears only for the periods reflected, with no possibility of termination of the tenancy for this money in the event I found the N4 Notice to be invalid, or to have the application dismissed without prejudice to begin the process again. The Landlord requested for an arrears only order.

Outstanding arrears

9. The Landlord requested that I amend the application to accurately set out the outstanding arrears. The Tenant did not object and I granted the Landlord's request to amend.
10. As of the hearing date, the Tenants were still in possession of the rental unit.
11. The Tenants did not pay the total rent they were required to pay for the period from September 1, 2025, to February 28, 2026.
12. The Tenants have paid \$9,700.00 to the Landlord after the application was filed.
13. The rent arrears owing to February 28, 2026, are \$8,900.00.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay to the Landlord \$9,086.00. This amount includes rent arrears owing up to February 28, 2026, and the cost of the application.

2. If the Tenants do not pay the Landlord the full amount owing on or before March 17, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 18, 2026, at 4.00% annually on the balance outstanding.

March 6, 2026

Date Issued

Adeela Alvez

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.