



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Tsang v Yanoshita, 2026 ONLTB 20717

Date: 2026-03-11

File Number: LTB-L-092076-25-RV

In the matter of: 302, 7890 JANE ST
CONCORD ON L4K0K9

Between: Mandy Tsang Landlords
Edwin Wong

And

Matthew Yanoshita Tenant

Review Order

Mandy Tsang and Edwin Wong (the 'Landlord') applied for an order to terminate the tenancy and evict Matthew Yanoshita (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 application).
- the Tenant has been persistently late in paying the rent (L2 application).

This application was resolved by order LTB-L-092076-25 issued on January 28, 2026.

On February 3, 2026, the Landlords requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 5, 2026, interim order LTB-L-092076-25-RV-IN was issued, staying the order issued on January 14, 2026.

This review was heard by videoconference on March 5, 2026. The Landlords and the Tenant attended the hearing.

Determinations:

Review Request:

1. The order issued on January 28, 2026, dismisses the Landlord's L2 application and grants a repayment for the Landlord's L1 application for non-payment of rent. The order finds that the Tenant owes the Landlords \$2,656.00 for arrears of rent and costs for the period ending February 14, 2026.

2. At the hearing, the parties agreed that the amounts ordered were incorrect as the order includes payments made prior to the application being filed in the calculation of payments made “after the application was filed”. Therefore, the order credits the Tenant more than he was lawfully entitled to.
3. As such, the Landlord’s request for review is granted and the application proceeded to be heard de novo (anew) on its merits.

De Novo Hearing:

4. At the commencement of the de novo hearing, the Landlords requested that the L2 portion of the application be withdrawn. Therefore, only the Landlord’s L1 application for non-payment of rent was considered.
5. As explained below, I find that the Landlord’s N4 notice of termination is defective.
6. The Landlord’s L1 application is based on a N4 notice of termination served to the Tenant on October 16, 2025 with a termination date of October 30, 2025. The N4 notice claims arrears of rent from February 2025 to September 2025 in the amount of \$2,900.00 per month.
7. At the hearing, the Landlords conceded that the lawful rent for the month of February 2025 was \$2,820.00 per month and not \$2,900.00 per month as claimed on the N4 notice.
8. The Landlord’s N4 notice is therefore defective as it does not set out the correct / lawful rent owing for the period alleged on the N4 notice. As the notice is defective on its face, the Board does not have jurisdiction to terminate the tenancy based on this notice.
9. At the hearing, the Landlords withdrew their claim for arrears of rent only and as such, the Landlord’s application is dismissed without prejudice.

It is ordered that:

1. The request to review order LTB-L-092076-25 issued on January 28, 2026, is granted. The order is cancelled and replaced with the following.
2. The Landlord’s application is dismissed.

March 11, 2026
Date Issued

Fabio Quattrociochi
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.