



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

File Number: LTB-L-101429-25

In the matter of: 311, 3570 COLONIAL DR
MISSISSAUGA ON L5L5R9

Between: Peel Housing Corp O/A Peel Living Landlord

And

Jennifer Elder Tenant

Peel Housing Corp O/A Peel Living (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Elder (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 23, 2026.

The Landlord's Agent, Bhupinder Vaid, the Tenant and the Tenant's Agent, Jessica Mackay-Elder, attended the hearing.

Determinations:

1. At the outset of the hearing the Tenant submitted that the Landlord's N4 notice of termination was defective because it claimed rent was owed for months that she had paid. The Tenant provided her bank statements to show that a payment had occurred for August, September and October 2025, all months that the N4 notice indicated rent had not been paid.
2. The Landlord testified that payments had been received for those months, however they allocated the payments towards outstanding arrears as the Tenant did not direct the payments to be used for those specific months. The Tenant testified that she did not have any arrears and the Landlord never indicated that there were arrears outstanding. The Landlord had not provided a ledger with the N4 notice to indicate that the payments received had been used for prior arrears and there was no indication which specific months this was to apply for.
3. The Tenant testified that if she had known the Landlord was claiming arrears owing before August 2025, she could have provided bank statement as evidence of payments, but there was never any indication that the arrears were for other months not indicated in the N4 notice.

4. While a Landlord is entitled to apply payments to prior arrears if a Tenant does not direct a payment to a specific month, I find that there is significant prejudice to the Tenant if the Landlord does not indicate there are arrears outstanding.
5. The N4 notice only indicated rent owing for August 2025, September 2025 and October 2025, and the Tenant was able to supplement their oral evidence with documentary evidence to show payment for those months. As the N4 notice did not indicate that the payments were being allocated to different months, I find that the Landlord did not provide sufficient details and reasons in the rent owing chart to allow the Tenant to know the case against them or what was needed to void the N4 notice.
6. On the facts before me, I can see why the Tenant was confused and why she argued she had paid rent for the months in the N4 notice. I am not satisfied that the details and reasons were sufficient for the Tenant to know what they needed to do in order to void the N4, as well as the case they needed to meet before the LTB. As a result, to proceed would cause significant prejudice. In my view, this is not an error that can be corrected through section 212 of the *Residential Tenancies Act, 2006*.
7. Therefore, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 13, 2026

Date Issued

Allana McComb

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.