



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-106556-25

In the matter of: 853 Ford Blvd.
Windsor, ON N8S 2E6

Between: Enrique Sala Landlord

And

Kelly Grace Seger Tenants
Melissa Seger

Enrique Sala (the 'Landlord') applied for an order to terminate the tenancy and evict Kelly Grace Seger and Melissa Seger (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 2, 2026.

Only the Landlord's Representative, Saksham Sharma (SS), attended the hearing.

As of 1:15 p.m., the Tenants were not present, nor represented at the hearing, although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) on October 16, 2025, deemed served the same day. The N4 notice includes rent arrears starting from June 1, 2025, to October 31, 2025. The Landlord claims the Tenants have not paid any rent during that time. The total arrears claimed are 7,175.00.
2. At the hearing, SS testified that the monthly rent period starts from 5th of each month to the 4th of the next month.
3. Section 59(2) of the *Residential Tenancies Act, 2006* (the 'Act') states:

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. [Emphasis Added]

4. This is a mandatory requirement under the Act. In this case, the amount of rent noted on the N4 notice that the Tenants must pay to void the notice is \$7,175.00. It also notes that the Tenants have made no rent payments since June 1, 2025, which is an incorrect rental period. The rent for five months starting from June to October should be \$8,968.75 and not \$7,175.00 as claimed on the N4. Since the Landlord failed to set out the correct amount of rent due and to note the correct rental period, I find that the N4 notice of termination is confusing and inaccurate, and hence, defective.
5. As a result of the defects with the N4 Notice, the Landlord requested to amend the amount owing to reflect the correct amount and to then convert this application to an L9 application for arrears only, without seeking eviction. I consented to their request.

Rent arrears application

6. As of the hearing date, the Tenants were still in possession of the rental unit.
7. The lawful rent is \$1,793.75. It is due on the 5th day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$58.97. This amount is calculated as follows: \$1,793.75 x 12, divided by 365 days.
9. The Tenants have paid \$3,587.20 to the Landlord since the application was filed.
10. The rent arrears owing to March 4, 2026, are \$5,381.55.
11. 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 \$5,567.25. This amount includes rent arrears owing up to March 4, 2026, and the cost of filing the application.
2. If the Tenants do not pay the Landlord the full amount owing on or before March 22, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 23, 2026, at 4.00% annually on the balance outstanding.

March 11, 2026
Date Issued

Sheena Brar
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.