



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-081774-25

In the matter of: 2356 MOY AVE
WINDSOR ON N8W2M8

Between: Justin Nandlall Landlord

And

Ty Drouillard Tenants
Jennifer Fraser

Justin Nandlall (the 'Landlord') applied for an order to terminate the tenancy and evict Ty Drouillard and Jennifer Fraser (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 7, 2026.

Only the Landlord attended the hearing.

As of 1:30 p.m., the Tenants were not present or 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:

Preliminary Issue – Validity of the N4 Notice

1. At the hearing, I raised a preliminary issue with the validity of the N4 notice of termination. The Landlord's N4 notice of termination sets out the rent as \$2,200.00 per month due on the 1st day of each month for the periods of August 1, 2025 through to September 30, 2025.
2. As per the lease agreement, the tenancy commenced on December 20, 2024. The rent is \$2,400.00 per month due on the 1st day of each month.
3. The Landlord testified that at the outset of the tenancy, the Tenants paid \$20,000.00 upfront which the Landlord submits was to be applied to the period of December 2024 through to July 30, 2025 with the remaining prepaid rent of \$800.00 to be applied evenly as a credit in the amount of \$200.00 to the rent owing for each month for the periods of August 1, 2025 through to November 1, 2025.

4. The lease agreement which was entered into evidence states at paragraphs 3-4 that:
 3. The tenant shall occupy the Rented Premises for a term beginning on the 20th day of December 2024 and ending on the 19th day of December 2025.
 4. (a) The tenant agrees to pay the Landlord at a monthly rate of \$2400.00, of which the tenant has agreed to pay \$20,00.00 up front, which shall be due by December 20th 2024...

...The remaining \$8800 will be paid over four months, in four equal payments on the first day of each month, and prior to 5pm on each day stated below...

Aug 1st 2025 (\$2200)

Sept 1, 2025 (\$2200)

Oct 1st 2025 (\$2200)

Nov 1st 2025 (\$2200)

5. 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].

6. Section 212 of the Act states:

212 (1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient.

(2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under the Act.

7. The question before the Board is whether the Landlord has adequately set out the amount of rent that has become due in the N4 notice. While the rent charged appears to be incorrect on the N4 notice, the amount outstanding appears to be calculated correctly and the reason for the discrepancy in the rent charge was clearly set out in the lease.
8. The Tenants were not present to provide me with any submissions as to whether the Landlord's N4 notice caused any confusion. Based on the evidence before me, I am satisfied that the Tenants were not prejudiced in their ability to participate and were aware of how the pre-paid rent was applied as per the lease. As a result, I find that pursuant to section 212 of the Act, that the Landlord's N4 Notice substantially complies with the requirements of the Act.

L1 Application – Non-Payment of Rent

9. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
10. As of the hearing date, the Tenants were still in possession of the rental unit.
11. The lawful rent is \$2,400.00. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
13. The Tenants have not made any payments since the application was filed.
14. The rent arrears owing to January 31, 2026 are \$11,800.00.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$2,400.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
17. Interest on the rent deposit, in the amount of \$62.62 is owing to the Tenants for the period from December 20, 2024 to January 7, 2026.
18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenantss is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$16,786.00 if the payment is made on or before March 28, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after March 28, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before March 28, 2026.**

5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$7,675.68. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$78.90 per day for the use of the unit starting January 8, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before March 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 29, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 28, 2026, then starting March 29, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 29, 2026.

March 17, 2026
Date Issued

Christopher Lin
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 29, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 28, 2026

Rent Owing To March 31, 2026	\$16,600.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$16,786.00

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$9,952.30
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$62.62
Total amount owing to the Landlord	\$7,675.68
Plus daily compensation owing for each day of occupation starting January 8, 2026	\$78.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	