



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-094242-25

In the matter of: 101 Holiday Drive
Woodlawn ON K0A3M0

Between: NILA Sivagnanasundaram Landlord

And

RAMBOFF INC Tenant

NILA Sivagnanasundaram (the 'Landlord') applied for an order to terminate the tenancy and evict RAMBOFF INC (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord and the Tenant's Agent, Tatiana Slepukhin-Zamachnaia, attended the hearing.

Determinations:

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
2. The requirements of a notice of termination are set out in section 43 of the Residential Tenants Act, 2006 (the 'Act'). Section 43(2) states that a notice of termination that is given by a landlord shall set out the reasons respecting the termination.
3. Section 59(2) of the Act sets out the contents of an N4 Notice and requires the notice to "...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."
4. I think it is fair to say that when sections 43 and 59 are read together, an N4 Notice must set out the amount of rent owing and the rental periods for which the rent is owed.
5. Upon review of the N4 notice of termination, the rental periods are described as being January 1, 2024, to December 15, 2024, and January 16, 2025 to August 1, 2025.

6. The Tenant testified that she moved into the rental period on January 15, 2024, and she was not given possession of the rental unit on January 1, 2024.
7. In addition, upon further review of documentation submitted into the portal, I find that there was an email discussion between the Landlord and Tenant on January 21, 2025, in which the parties agree that the rental period will run from January 15, 2025 to February 14, 2025.
8. Upon review of documentation submitted by the Tenant, there was a pattern of her monthly rent being paid on the 15th of each month in 2025. Therefore, I find that the rental period began on the 15th day of each month. This is consistent with the Tenant's testimony that the tenancy began on January 15, 2024. Therefore, the rental periods are not accurately described in the N4 Notice.
9. Accordingly, I find that the notice does not comply with sections 43 and 59(2) and it is invalid as it does not reflect the proper rental periods for the arrears being claimed. Without a valid notice of termination to ground the application, the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 16, 2026
Date Issued

Samantha Greaves
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.