



Order under Section 69 Residential Tenancies Act, 2006

Citation: Out v Baker, 2026 ONLTB 22670

Date: 2026-03-20

File Number: LTB-L-108990-25

In the matter of: Main Floor, 401 Silverthorn Ave
York On M6M3H1

Between: Gary Out Landlord

And

Denise Baker Tenant

Gary Out (the 'Landlord') applied for an order to terminate the tenancy and evict Denise Baker (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage;
- The Tenant owes rent arrears.

The Landlord also applied for an order that the Tenant pay compensation for damage to the unit.

This application was heard by videoconference on March 11, 2026.

The Landlord, the Tenant, and the Tenant's representative Melissa Keogh attended the hearing.

Reasons:

1. The Landlord applies to terminate the tenancy based on an N7 notice of termination for serious impairment of safety, and an N4 notice of termination for rent arrears.
2. This matter was previously before me, and I found that some of the grounds of termination set out in the N7 had been made out. However, at the March 11, 2026 hearing date, the

Tenant had obtained legal representation and raised a new argument, not raised at the first hearing, that the N7 and N4 notices had not been properly served.

3. For the following reasons, the Landlord has not provided proof of proper service as required by the *Residential Tenancies Act, 2006* (RTA) and its regulations. The application will therefore be dismissed, despite my prior finding that, if the N7 had been properly served, it could have formed the basis for terminating the tenancy.

Has the Landlord provided proof of service as required?

Facts and issues

4. Section 53(1) of O. Reg. 516/06 provides that, when filing this application, the Landlord was required to file copies of the notices of termination, and certificates of service (CoS) of the notices of termination.
5. The Landlord filed a CoS stating that he gave the N4 on December 12, 2024 and that it was “electronically sent.”
6. There are two problems with the CoS. First, service by email is only permitted under the Landlord and Tenant Board’s (LTB) Rules if the recipient has consented in writing to service by email. The Landlord in this case argues that the Tenant frequently receives communications by email, but he concedes that she has not given written consent to service of legal documents by email.
7. Second, the CoS did not say whether the N4 was served by email, or by some other electronic method such as text message. Service by text message is not permitted even if the recipient consents.
8. The Landlord also filed a document labelled “COS N7,” but the document was actually a copy of the CoS for the N4. He did not file any CoS for the N7.
9. Evidence provided by the Tenant shows that the Landlord emailed the N7 to her on November 19, 2025. In addition to not being a permitted method of service, this was late service. The N7 was required to be served by November 18.
10. The Landlord says that he also served the N7 by giving a copy to the Tenant’s son, who he believes to be 17 years old. This would also not be valid service, since the Rules permit service by handing a notice to an “apparently adult person,” not to an apparent minor.
11. The Landlord also says that he saw the Tenant’s son give the N7 to her. This is potentially relevant since section 191(2) of the RTA provides that a notice is deemed to have been validly given if it is proven that its contents actually came to the attention of the recipient within the retired time period. It would not be sufficient to prove that the Tenant’s son gave her the notice – the Landlord would have to prove that the contents came to her attention.
12. There is also an issue with the date the Landlord gave the N7 to the Tenant’s son. He says that he gave it on November 16, but the N7 is dated November 17.
13. Regarding the N4, the Landlord also says that he handed a copy to the Tenant. However, the N4 form by itself did not contain required particulars regarding the state of the Tenant’s

rental account. The Landlord says that when he emailed the N4, he also included an Excel spreadsheet with those particulars. He does not seem to have included a printout of the spreadsheet when he allegedly handed the N4 to the Tenant.

Analysis

14. Clearly, there are numerous issues with service of the N4 and N7, starting with the fact that no valid CoS was filed for either notice.
15. Pursuant to section 190(2) of the RTA, I have the discretion to extend the deadline to file CoSs.
16. This means that I could allow the Landlord to file a new CoS stating that he served the N4 by handing it to the Tenant. He would still need to establish that the spreadsheet, which was a necessary part of the N4, was included in service.
17. I could also allow the Landlord to file a new CoS stating that he served the N7 by giving it to the Tenant's son. He would still need to establish that the contents came to the Tenant's attention on or before November 18.
18. I do not find it appropriate to exercise my discretion to allow new CoSs in this case. It seems clear that the Landlord did not inform himself of how to effect service. He made no attempt either to effect valid service, or to demonstrate valid service with a CoS. As a result, there are numerous problems and discrepancies in his application. It would not be fair to the Tenant to permit him to circumvent all those issues by producing new CoSs, now that he has been apprised of all the flaws in the process he followed.
19. Since the Landlord has not met the procedural requirements of section 53(1), and I have not exercised my discretion to waive those requirements, the application must be dismissed.

Damage

20. The application also includes a claim for payment for damage to the unit. This claim does not require service of a notice of termination.
21. By interim order issued on January 23, 2026, I held that the application for damage did not contain sufficient particulars, and would be dismissed unless the Landlord amended it.
22. The Landlord has not amended the application for damage, and it is therefore dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 20, 2026
Date Issued

Dale Whitmore
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.