



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-108263-25

In the matter of: 616, 85 SILVER SPRINGS BLVD
SCARBOROUGH ON M1V1W3

Between: Metcap Living Management Inc Landlord

and

Clifford,Hon,Cheung Tam Tenant

Metcap Living Management Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Clifford,Hon,Cheung Tam (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 24, 2026.

Only the Landlord's Representative, Christine Daniel, attended the hearing.

As of 9:30 a.m., the Tenant was 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:

1. On October 24, 2025, the Landlord mailed the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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.
2. The N4 Notice claimed \$121.00 rent owing for the period from October 1 to 31, 2025. The monthly rent was alleged to be \$2,640.40.
3. The Landlord's Representative testified the Landlord provided the Tenant with a parking discount as a promotional gesture at the outset of the tenancy. After this discount ended, it appears the Tenant did not pay the portion of the rent related to parking and it is these amounts that form the subject of the N4 Notice and this application.
4. Section 111(2.1) of the *Residential Tenancies Act, 2006* (the "Act") set out the requirements for rent discounts that do not affect the lawful rent. Rent discounts under this section do not affect the lawful rent if they comply with the prescribed rules. The prescribed

rules are contained in sections 10 and 11 of the *General Regulation*, O.Reg 516/06. Section 10 applies to rent free periods and prompt payment discounts while section 11 applies to the other forms of discounts that do not affect the lawful rent. Section 11 of the General Regulation requires that all such discounts be in writing. Therefore, a rent discount which falls under section 11 of the General Regulation that is not provided in writing may affect the lawful rent.

5. How to calculate the lawful rent in the case of non-conforming discounts is set out in subsections 12(2) to (6) of the General Regulation.
6. In the case before us, if the discount was \$121.00, not in writing, and was the only discount applied during the first 12 months of the tenancy, then, assuming there were no other changes to the rent under s. 123 or 125, then the lawful rent would be calculated by adding the amount of the discount to the actual rent charged or to be charged for the first 12 months of the tenancy, and dividing the total by 12 as follows:

$$(\$121.00 + 12 \times \$2,519.40) / 12 = \$2,529.48$$

7. The Landlord's Representative was not aware for how long the parking discount had been provided to the Tenant; although, we infer from the date the last month's rent was collected and the first date of arrears alleged that it was for a period of 6 months.
8. The Landlord's Representative was also not able to provide any additional information about the parking discount, and, even though offered the opportunity to seek clarification, indicated this was not possible.
9. As a result, no evidence was provided as to whether the parking discount was in writing.
10. Under section 59 of the Act a Landlord must set out the amount of rent owing on a N4 Notice. Where there are errors in this amount, in particular where it is more than what is actually owed, the Tenant is not in a position to know what they must do to void or the case they have to meet and so may be substantially prejudiced.
11. Here the only amounts alleged owing are amounts pertaining to parking.
12. In the absence of evidence establishing whether the parking discount was one which did not affect the lawful rent, we are not satisfied the Landlord demonstrated the amount of arrears indicated owing on the N4 Notice was accurate and do not find the N4 Notice substantially complies with section 59 of the Act.
13. As a result, we find the N4 Notice is invalid and the Landlord's application is dismissed.
14. We dismiss this application without prejudice to the Landlord serving a new process and demonstrating the lawful rent.

It is ordered that:

1. The Landlord's application is dismissed without prejudice.

March 17, 2026
Date Issued

Harpreet Rindi
Member, Landlord and Tenant Board

Rebecca Case
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.