



## Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-109603-25

In the matter of: 28, 5703 THOROLD STONE RD  
NIAGARA FALLS ON L2J1A1

Between: Niagara Inn Inc Landlord

And

Brian Wyne Papetti Tenant

Niagara Inn Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Brian Wyne Papetti (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord's Agent, Rekha Manmatharajan, attended the hearing.

As of 2:20 p.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. At the hearing, it was determined that the N4 Notice of Termination ('N4 Notice') was not on the prescribed Board form as required under the Act. The Landlord had served on the Tenant a typed letter asking for payment of rent arrears with a termination date.
2. At the hearing the Landlord did provide an N4 notice on a form approved by the Board but that also was incorrect in details and amounts claimed.
3. Subsection 43(1) of the *Residential Tenancies Act*, 2006 (the 'Act') sets out the minimum requirements for a notice of termination of a tenancy. Paragraph 43(1)(a) of the Act provides that a notice of termination shall identify the rental unit for which the notice is given. Subsection 43(1) of the Act provides as follows:

Where this Act permits a Landlords or tenant to give a notice of termination, the notice shall **be in a form approved by the Board** and shall,

- (a) identify the rental unit for which the notice is given;

- (b) state the date on which the tenancy is to terminate; and
- (c) be signed by the person giving the notice, or the person's agent.

[Emphasis added]

4. The proper use of Board forms is a strict statutory requirement. It is required to ensure that the tenant is given notice that his or her unit is subject to a request to terminate the tenancy and, where applicable, allow the tenant to void the notice. The Board approved forms provide the Tenant with additional information on their rights and steps to take if served with an N4 notice.
5. The N4 notice provided on the Board approved form at the hearing was incorrect. The N4 dated December 14, 2025, claims on page 1 of the form that the Tenant may pay \$200.00 by the date of termination, which is December 21, 2025 to void the notice. However, page 2 states:

| Rent period                         |            | Rent Charged | Rent Paid | Rent owing |
|-------------------------------------|------------|--------------|-----------|------------|
| From: (dd/mm/yyyy) To: (dd/mm/yyyy) |            |              |           |            |
| 08/12/2025                          | 14/12/2025 | 351.55       | 125.50    |            |
| 15/12/2025                          | 21/12/2025 | 351.55       |           |            |

6. Page 2 also includes rent for a period starting from December 15, 2025 to December 21, 2025, after the date the N4 was filed and served. I find that to be confusing, and it asks for rent arrears that are not yet owing. The correct arrears for the week of December 8, 2025, are \$226.05 (which is \$351.55 less \$125.50). This is not the amount claimed on page 1. Overall, the N4 is confusing and does not correctly reflect the total arrears as of December 14, 2025. Therefore, I find that the N4 notice is defective. A defective notice of termination cannot be grounds for an eviction application.
7. As a result of the defects with the N4 Notice, the Landlords requested to convert this application to an L9 application for arrears only, without seeking eviction. I consented to their request to seek only arrears.

*Rent arrears application*

8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$351.55. It is due on the Monday of each week.
10. Based on the Weekly rent, the daily rent/compensation is \$50.08. This amount is calculated as follows: \$351.55 x 52, divided by 365 days.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to March 15, 2026 are \$4,921.70.

13. 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 Tenant shall pay to the Landlord \$5,107.70. This amount includes rent arrears owing up to March 15, 2025 (end of the rental period) and the cost of filing the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before April 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 5, 2026 at 4.00% annually on the balance outstanding.

**March 24, 2026**  
**Date Issued**

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**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.