



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: Nitawin Community Development Corporation v Mekanak, 2026 ONLTB 23636

Date: 2026-03-19

File Number: LTB-L-002597-26

In the matter of: 61 SEVENTH AVE
Sioux Lookout ON P8T1H6

Between: Nitawin Community Development Corporation Landlord

And

Samantha Mekanak Tenant

Nitawin Community Development Corporation (the 'Landlord') applied for an order requiring Samantha Mekanak (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2026.

The Landlord's Agent, Lori Kendall, and the Tenant, Samantha Mekanak, attended the hearing.

Determinations:

Validity of the N4

1. The N4 Notice of Termination (N4 notice) the Landlord served the Tenant indicated on the first page that the amount to void the notice was \$1,192.00. However, the amount listed on the second page in the table used to calculate the total amount to void the notice indicated that the total to owing was \$1,202.00.
2. Subsection 59(2) of the *Residential Tenancies Act*, 2006 (the 'Act') provides that "the notice of termination shall set out the amount of rent due and shall specify that the Tenant may void 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 of the tenant." Therefore, the content of the notice must be certain and unambiguous to allow the Tenant to know at the time of service what the correct rent charged and the correct rent owing should be for a specific period, to avoid the termination of the tenancy. In this case the content of the N4 notice is not certain and unambiguous; therefore, the N4 notice is invalid.
3. Section 212(2) of the Act provides that an error in the contents of a form will still be substantially compliant with the Act as long as the error does not significantly prejudice a party's ability to participate in the proceeding.

4. The Landlord's Agent provided that it was an error and the Tenant testified that she could not remember what the N4 notice said or what she needed to pay to void when she received the notice.
5. Here, I am not satisfied that the notice substantially complies because the amount stated on the first page as the amount to void the N4 notice is different than the amount on the second page and therefore the N4 notice gives the Tenant two different amounts. This is potentially confusing. The N4 notice does not state with certain and unambiguous terms what the correct rent amount owing is and therefore cannot substantially comply.
6. Because the Board is unable to issue an order for eviction based on an invalid notice, the Landlord was offered the choice of proceeding with the L1 application based on a request for the arrears only or withdrawing the application. The Landlord's Agent sought to proceed on an application for arrears only.

Amount of arrears

7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The Tenant did not pay the total rent they were required to pay for the period from December 1, 2025, to March 31, 2026.
9. The lawful rent is \$986.00. It is due on the 1st day of each month.
10. The Tenant has paid \$1,000.00 to the Landlord after the application was filed.
11. It was undisputed that the rent arrears owing to March 31, 2026, are \$3,160.00.
12. 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 \$3,346.00. This amount includes rent arrears owing up to March 31, 2026, and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before March 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 31, 2026, at 4.00% annually on the balance outstanding.

March 19, 2026
Date Issued

Nicole Pedron
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.