



## **Order under Section 69 Residential Tenancies Act, 2006**

**File Number:** LTB-L-000497-26

**In the matter of:** 1286 CARFA CRES  
KINGSTON ON K7P 0M8

**Between:** Deepkumar Patel Landlord

**and**

Stephanie Peters Tenant

Deepkumar Patel (the 'Landlord') applied for an order to terminate the tenancy and evict Stephanie Peters (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 12, 2026.

The Landlord and his spouse, Lavanya Gnanaswaran, attended the hearing.

The Tenant signed into the hearing; however, as of 11:02 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. 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. The Landlord's spouse, Lavanya Gnanaswaran, testified at the hearing that she served the Tenant on December 8, 2025 by registered mail with the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) with a termination date of December 21, 2025. Subsection 59(1)(b) of the *Residential Tenancies Act, 2006* ('the Act') provides that a Landlord may give the Tenant notice of termination of the tenancy effective not earlier than, the 14th day after the notice is given. In this case, the termination date of December 21, 2025 is less than 14 days after the notice is given by registered mail to the Tenant on December 21, 2025.
2. In addition, the N4 Notice dated December 7, 2025 was not an accurate statement of the outstanding arrears at the time it was served.
3. Subsection 59(2) of the of the Act sets out the requirements of the content of the N4 Notice:

“the notice of termination shall 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. The N4 provides as follows:

- a. November 1, 2025 to November 30, 2025, listed the rent charged as \$2,800.00 and rent paid as \$1,400.00, the total outstanding as \$1,400.00; and
- b. December 1, 2025 to December 31, 2025, listed the rent charged as \$2,700.00 and rent paid as \$2,166.00, the total outstanding as \$534.00.

5. The Landlord testified that the Tenant was supposed to pay a total rent deposit of \$2,700.00 at the beginning of the tenancy but only paid \$2,166.00, and the remaining \$534.00 was never paid by the Tenant. The Landlord incorrectly claimed the outstanding portion of the rent deposit on the N4 notice as rent arrears for the month of December 2025. In accordance with s.106(1) of the Act, a landlord can only require a tenant to pay a rent deposit if the landlord does so on or before entering into the tenancy agreement.
6. In addition, the while the N4 notice states that the rent for December 2025 is \$2,700.00, the L1 application provides that the rent charged for that month is \$2,800.00 and rent paid as \$0.00.
7. Further, although the Landlord claims the rent is \$2,800.00, the Landlord's application indicates the rent charged for the month of January 2026 as \$534.00.
8. In this case, the N4 notice does not comply with s. 59(2) of the Act which requires an accurate calculation of the amount of rent due. The Landlord's failure to provide the Tenant with a valid N4 Notice effectively removes the Tenant's meaningful opportunity to void the notice.
9. I also find that the N4 Notice does not substantially comply with the Act's requirements.

**It is ordered that:**

1. The Landlord's application is dismissed.

**March 26, 2026**  
**Date Issued**

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Adeela Alvez  
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.