



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

File Number: LTB-L-000441-26

In the matter of: 2372 HIGHLAND AVE
WINDSOR ON N8X3S5

Between: KIRANKUMAR NAIDU GUTURI Landlord

And

TIFFANY L DAVIS Tenants
OSIE LEE CLARK

KIRANKUMAR NAIDU GUTURI (the 'Landlord') applied for an order to terminate the tenancy and evict TIFFANY L DAVIS and OSIE LEE CLARK (the 'Tenants') because the Tenants:

- did not pay the rent that the Tenants owe (the 'L1 Application'); and
- persistently failed to pay the rent on the date that it is due and payable (the 'L2 Application').

This application was heard by videoconference on March 9, 2026. The Landlord and the Tenants attended the hearing.

Determinations:

Preliminary Issue – Validity of Notices

1. The Landlord served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) and a Notice to End your Tenancy at the End of the Term (N8 Notice) via email.
2. It was the Landlord's position that the Tenants consented to service of the aforesaid notices of termination by email as the Tenants agreed to service of LTB documents by email in the lease agreement.
3. The Tenants denied agreeing to service by email and denied receiving the notices of termination by email.
4. Upon review of the lease agreement, I note that there are 2 parts with respect to the parties agreeing to receive notices and documents by email from the other. In this regard, the lease requires that either the 'yes' box or the 'no' box be checked and, if the 'yes' box is checked, the email addresses of the parties must be provided. In the lease agreement tendered as evidence at the hearing, the 'yes' box was checked; however, only the

Landlord's email address was provided. In light of this, I was not satisfied that the Tenants had agreed to receive notices and documents from the Landlord by email.

5. Subsection 191(2) of the *Residential Tenancies Act, 2006* (the 'Act') provides that a notice or document that is not given in accordance with the Act shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period.
6. The Landlord was given the opportunity to present evidence that the notices of termination came to the Tenants' attention within the required time period, being at least 14 days prior to the termination date in the N4 Notice and at least 60 days prior to the termination date in the N8 Notice. However, the Landlord was not able to provide sufficient evidence of this, such as a reply to his email with the notices of termination attached. The Landlord presented some correspondence between the parties that he believed proved receipt of the notices. However, the correspondence was too vague and outside of the required time period to be persuasive.
7. Accordingly, I was not satisfied that the notices of termination were served in accordance with the Act and were therefore void. The Board cannot terminate a tenancy based on a void notice of termination and so the Landlord's L2 application to terminate the tenancy was dismissed. The Landlord was given the option of proceeding with the L1 Application for an order for arrears only or withdrawing the application. The Landlord elected to proceed with the L1 Application for arrears only. However, by this point, the hearing block was at an end, and the matter was adjourned.
8. On March 17, 2026, the Landlord submitted a request to withdraw the L1 Application. The file has not yet been rescheduled by the Board.
9. Pursuant to section 200(4) of the Act, I consent to the request.

It is ordered that:

1. The application having been withdrawn, the LTB's file is closed.

March 30, 2026
Date Issued

Rachel Gibbons
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.