



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

File Number: LTB-L-006776-26

In the matter of: 910 WILLOWDALE AVE
NORTH YORK ON M2M3C1

Between: Fei Zhang Landlord

And

Leonard Njuguna Tenant

Fei Zhang (the 'Landlord') applied for an order to terminate the tenancy and evict Leonard Njuguna (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 30, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue – Validity of the N4 Notice of Termination

1. The Tenant raised a preliminary issue that the rental unit is not correctly identified in the Landlord's N4 notice of termination.
2. It was undisputed that the Tenant rents a room within the residential complex. The residential complex is a detached house that is being rented out as a rooming house with tenants renting out rooms within the residential complex.
3. Section 43(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') states in part that where the Act permits a landlord to give a notice of termination that the notice shall identify the rental unit for which the notice is given.
4. The N4 notice describes the rental unit as "910 Willowdale Ave, North York." It does not specify which unit the notice applies to. As such, I find that the rental unit is not set out in accordance with a requirement set out in the Act. I further find that this cannot be saved by section 212 of the Act as the notice does not specify any specific rental unit. As a result, I find that the notice is defective and a tenancy may not be terminated in accordance with a defective notice. The Landlord was given the option to withdraw the application or to seek an order for the arrears of rent only without termination of the tenancy. The Landlord elected to proceed with the application for arrears of rent only. I was satisfied that the

Landlord understood the consequences of proceeding with the application for arrears of rent only and granted the request.

5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,000.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$32.88. This amount is calculated as follows: $\$1,000.00 \times 12$, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to March 31, 2026 are \$6,100.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Tenant did not dispute the amount of arrears claimed in the application.

It is ordered that:

1. The Tenant shall pay to the Landlord \$6,286.00 for arrears of rent up to March 31, 2026 and the costs of filing this application.
2. If the Tenant does not pay the Landlord the full amount owing on or before April 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 20, 2026 at 4.00% annually on the balance outstanding.

April 8, 2026
Date Issued

Christopher Lin
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.