



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

File Number: LTB-L-105921-25

In the matter of: 5, 1 NEWBOLD AVE
TORONTO ON M4L2G6

Between: DREWLO HOLDINGS INC. Landlord

And

PRAKASH KABE Tenant

DREWLO HOLDINGS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict PRAKASH KABE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 9, 2026. The Landlord's Legal Representative, Anna Glen, the Tenant and the Tenant's Legal Representative, Jimmy Gangadin, attended the hearing.

Determinations:

Preliminary Issue – Validity of the N4 Notice

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
2. The Tenant's Legal Representative submitted that the N4 Notice was essentially defective for 2 reasons. Firstly, the monthly rent set out in the notice was incorrect and, secondly, the notice failed to accurately reflect payments made by the Tenant in the calculation of the arrears.
3. The Landlord's Legal Representative relied on a previous order of the Board (LTB-L069389-25) which addressed the issue of the lawful monthly rent and determined that the lawful monthly rent is \$2,067.00 per month, which is the amount set out in the N4 Notice.
4. The previous order was not reviewed or appealed by the Tenant and so the determinations made in the previous order stand. Accordingly, I did not permit the Tenant's Legal Representative to try to re-litigate the rent amount issue.
5. Turning to the payments made by the Tenant for the period captured in the N4 Notice, being from October 1, 2025 to November 30, 2025, the Tenant's Legal Representative

submitted that the Tenant paid more than \$1,140.06 as stated in the notice. The Tenant's Legal Representative relied on a rent receipt document received from the Landlord. In the document, it states that the Tenant paid \$1,223.51 on October 1, 2025 and \$1,223.51 on November 1, 2025.

6. The Landlord's Legal Representative submitted that the Tenant had been underpaying the rent for several months and so the Landlord would apply the payments to the oldest arrears first. In light of this, the payments reflected in the N4 Notice may appear different than what was actually paid but the total arrears remained the same.
7. As explained at the hearing, the notice of termination is supposed to show how the rent arrears are calculated so that the Tenant can understand the case to be met and prepare a response. If the Landlord was applying payments made by the Tenant to older arrears, those older arrears should have been included in the N4 Notice. They were not. Based on a plain reading of the N4 Notice, the Tenant was not in arrears prior to October 1, 2025 and the payment of \$1,140.06 reflected in the N4 Notice is incorrect.
8. For these reasons, I found that the N4 Notice was defective. The Board cannot terminate a tenancy based on a defective notice of termination. The Landlord's Legal Representative was given the option of withdrawing the application or proceeding with the application for an order for arrears only.
9. The Landlord's Legal Representative requested to withdraw the application and I consented to the request.

It is ordered that:

1. The application is withdrawn. The Board's file is closed.

April 7, 2026
Date Issued

Rachel Gibbons
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.