



Order under Section 69 Residential Tenancies Act, 2006

Citation: Awan v Truax, 2026 ONLTB 28011

Date: 2026-04-07

File Number: LTB-L-106961-25

In the matter of: 458 HIGHLAND RD
PETERBOROUGH ON K9H5J7

Between: Sameer Awan Landlord

And

Debbie Truax Tenant
Nolan Truax

The capitalized word "Landlord" and/or "Tenant" refer to all parties identified as each at the top of the order.

Sameer Awan (the 'Landlord') applied for an order to terminate the tenancy and evict Debbie Truax and Nolan Truax (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 1, 2026.

The Landlord, the Landlord's Legal Representative Ali Ahmed, the Tenant, and the Tenant's Legal Representative Tiffany Badour attended the hearing.

Determinations:

1. This notice was found to be fatally flawed at the hearing.
2. The Landlord's Legal Representative submitted that page 2 did not have enough room to list all the dates/months that arrears are owing, therefore the Tenant was served with a secondary document that listed all the arrears.
3. When asked if this document was served to the Tenant at the same time as the N4, the Landlord's Legal Representative responded that it was served at a later date.
4. Section 59(2) of the *Residential Tenancies Act, 2006* (the 'Act') says the N4 notice of termination must specify the amount due and must include a calculation of the arrears; the tenant may void the notice 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 as

of the date of payment by the tenant. A notice of termination may be supplemented by service of a collateral document (Re Bhagwandin and Wright (1988), 65 O.R. (2d) 204 (C.A.) (Lacourciere, Blair and Grange, J.J.A.)), but the document must accompany the notice; it cannot be given later. Although section 212 of the Act says substantial compliance with forms and notices is sufficient, this applies to minor deficiencies, for example a typo; it does not apply to statutory requirements. A notice that does not meet the requirements under the Ac, is fatally flawed/invalid.

5. Here, the N4 says the Tenant can void the notice by paying \$17,305.03 by the termination date. On page 2, the calculation of total rent owing says \$5,494.76; there is no additional page attached setting out further arrears or calculations. As the document was not served at the same time as the N4, it is fatally flawed, and an eviction cannot flow from it. A notice of termination must be accurate at the time it is given; serving the full ledger later is the equivalent of amending the notice, which is not permitted.
6. As such, the application must be dismissed.

It is ordered that:

7. The Landlord's application is dismissed without prejudice.

April 7, 2026
Date Issued

Diane Wade
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.