



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

**File Number:** LTB-L-042993-25

**In the matter of:** 610, 118 TYNDALL AVE  
TORONTO ON M6K2E7

**Between:** PARKDALE APARTMENT NOMINEE 1 INC. Landlord

**And**

MAYMUNA OSMAN Tenant

PARKDALE APARTMENT NOMINEE 1 INC. (the 'Landlord') applied for an order to terminate the tenancy and evict MAYMUNA OSMAN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Tenant advanced the section 82 issues that the Landlord harassed her by repeatedly serving N4 notices of termination.

This application was heard by videoconference on April 7, 2026.

Only the Tenant attended the hearing.

As of 1:59 p.m. the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. The Tenant advanced section 82 issues and therefore the hearing continued with only the evidence of the Tenant.

**Determinations:**

1. Since the Landlord did not attend the hearing to support their L1 application, I find that this L1 application has been abandoned.

**Section 82 Issues**

2. The Tenant claimed in their document which they titled 'Issues a Tenant Intends to Raise', that the Landlord harassed her by repeatedly serving N4 notices of termination which she claims were inaccurate and served contrary to the rules of service.
3. The Tenant failed to use the form 'Issues a Tenant intends to Raise', which is mandated by the *Residential Tenancies Act, 2006* (the 'Act'). It is clear the Tenant was aware of the

form's existence and the required information because the required information was clearly articulated in the Tenant's document, the Tennat references section 82, and she used the language found in that form. However, I find that although the proper form was not used, the document is substantially correct as it contains all the required information, the Landlord was served the document properly, proof of service being provided to the Board. I therefore permitted the Tenant to advance her claim of harassment.

4. At the hearing, the Tenant produced 9 N4 notices of termination. N4 notices were given to her for the months of October and November, 2024, two in January, 2025, February and March of 2025. Also given, were N4 notices for the months of April, May and June 2025. Only the June N4 notice of termination resulted in an application by the Landlord before the Board.
5. The Tenant failed to produce the full copies of the N4 Notices. Except for three notices that were produced in full, only the bottom half of the second page was included. It is unclear as to the validity of those notices on their face therefore, as the date of termination, amount on the first page and any identifying features such as the Tenant's name and address were not disclosed. Despite the absence of that information, I'm satisfied that on a balance of probabilities and based on the uncontested evidence of the Tenant that she received all these N4 notices of termination from the Landlord.
6. Service was an issue with these notices. The Tenant testified they were all served by dropping the document, face up, on the floor in front of her rental unit. The Tenant stated that every other Tenant could see this document and come to believe she did not pay her rent.
7. The N4 Notices contain errors and are not in compliance with the Act. Some N4 notices indicate the Tenant only paid \$929.77, which was correct. Some notices were clearly incorrect, and replaced with a new notice that was modified, such as the January 8, 2025 N4 Notice claiming the Tenant owed \$1,239.43, which was clearly in error.
8. Most N4 Notices indicate she paid nothing. I accept Ms. Osman's testimony that she consistently paid \$929.77 because she believed that was the lawful monthly rent. She testified there is an ongoing dispute between her and the Landlord as to whether the rent increase to \$953.01 is lawful. I'm persuaded that the many N4 notices were not corrections of previous errors but repeated monthly efforts to notify the Tenant of non-payment, and that the Landlord repeatedly did not take into account the Tenant's rent payments. I have considered in this regard that at the previous hearing date the Landlord requested an adjournment to 'recalculate arrears' due to payments made by the Tenant. I note the Landlord failed to attend today, failed to provide that 'recalculation', or to withdraw their application.
9. I note the Tenant only paid the monthly rent on the 1<sup>st</sup> of the month once in 10 months. All other times she paid the rent late by a day or a few days. However, I also note the Landlord did not serve an N8 Notice of Termination.
10. The Tenant submits that the Landlord should not be entitled to serve multiple notices of termination, and that she was harassed by both the sheer number of them, and the method of service.

11. No tenant has the right to be insulated against notices of termination, even invalid ones. I understand why the Tenant felt harassed by these notices of termination in light of how many there were, and the errors on them and the way they were served. Although a landlord has the right to give notice to a tenant by way of notices to terminate, that rent is in arrears, and should be paid to void the notice, they do not have the right to use notices as a campaign to harass either intentionally or negligently.
12. Section 23 of the *Residential Tenancies Act* (2006) (the 'Act'), states that a landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant. The word "harass" is not defined in the Act but harassment is generally considered to be a course of conduct that a landlord reasonably knows or ought to know would be unwelcome.
13. In this case, a valid dispute exists regarding the lawful monthly rent, as well as a dispute as to whether the Tenant has paid in full and on time exists and it is open to the parties to bring that dispute before the Board.
14. However, I find that the Landlord either intentionally, or negligently, without regard to the Tenant, repeatedly served incorrect notices of termination. I also find the Landlord served those notices on the door or on the floor in front of the rental unit, which is in clear contravention of section 191 of the Act and the Rule 3 of the Board's Rules of Procedure. In the absence of a reasonable explanation by the Landlord as to the method of service or the errors in the their N4 notices, I find that the Landlord's behaviour rose to the level of harassment. This behaviour was known or ought to have been known to be unwelcome.

#### Remedy

15. The Tenant claimed a remedy of \$4,000.00 for her "pain and suffering".
16. The Tenant testified that the impact to her of having N4 notices of termination repeatedly served upon her and by the public nature of their service, added to the mental distress that she already experienced. However, the Tenant produced no documents in support of her mental distress and gave not detailed testimony as to how N4's impacted her, except the general statement that she experienced mental distress. Absent a details and specific impact as to how the Landlord's behaviour impacted her life, I am unable to draw more than a general conclusion that receiving the N4 notices in this manner became more distressing and upsetting as each notice was served.
17. In selecting a reasonable remedy I consider that the Landlord is entitled to serve notices of termination, even invalid notices of termination, and to have the issues contained in those notices disputed and argued before the LTB. Service of notices of termination are not, in and of themselves, harassment.
18. However, the Landlord is not entitled to intentionally serve invalid notices repeatedly. The Tenant receives no remedy because she was served notices of termination, or because of the rent dispute, but because of the egregious nature, in this case, of the multiple, repeatedly false notices, and very public, improper service.
19. When I consider the cumulative nature of the Landlord's behaviour, I find an appropriate remedy is \$500.00.

Unlawful Rent Increase Claim

20. The Tenant raised the issue during the hearing that the rent increase was unlawful but did not reference that issue in her section 82 issues document. The Tenant's paragraph regarding her claim is reproduced here:

*"The landlord has intentionally filed false and misleading information with the Landlord and Tenant Board. They have altered and manipulated the amounts allegedly owed under my name in their system and have issued multiple false N4 notices, which the landlord has failed to serve in accordance to the Residential Tenancies Act. This appears to be an attempt to extort and coerce me into paying amounts that I do not owe. These actions were done deliberately and under false pretenses, with the intent to cause me distress and create a hostile living environment in order to pressure me to vacate the unit. This ongoing behavior has been detrimental to my mental health and overall well-being."*

21. Although the Tenant disclosed a significant number of documents alluding to rent increase and one email referencing the disputed rent increase, that disclosure does not save the application's deficiencies. Without a list of issues the respondent cannot know what to respond to and how to marshal a defence. The Board cannot assess whether the limitation period is exceeded, what is relevant and to keep the parties on track in the hearing. Relying on disclosure to make the Tenant's case results in unreasonably extended hearings, procedural unfairness and a lack of efficiency. I note the Landlord was not present at the hearing. Accordingly I determined the issue was not properly before me.
22. It was and still remains open to the Tenant to raise the issue of unlawful rent increase by filing their own T1 application.

**It is ordered that:**

L1 Application

1. The Landlord's L1 application is dismissed.

Section 82 Orders

2. The Landlord shall pay the Tenant is \$548.00. This amount represents:
- \$500.00 for a lump sum rent abatement.
  - \$48.00 for the cost of filing the application.
3. The Landlord shall pay the Tenant the full amount owing by April 25, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by April 25, 2026, the Landlord will owe interest. This will be simple interest calculated from April 26, 2026 at 4.00% annually on the balance outstanding.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

**April 14, 2026**  
**Date Issued**

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**Julie Broderick**  
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.