



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

File Number: LTB-L-007566-26

In the matter of: 2, 506 AYLMER AVE
WINDSOR ON N9A1T8

Between: YCC Holdings Inc. c/o Richmond Management Inc. Landlord

And

Mark Agyeman Tenant

YCC Holdings Inc. c/o Richmond Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Mark Agyeman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 8, 2026.

Only the Landlord's Legal Representative, Kira Passell, attended the hearing.

As of 9:42 a.m., the Tenant 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. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Invalid N4 Notice of Termination:

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The first page of the N4 Notice claims the Tenant owes the Landlord \$677.29 to be paid by the termination date of January 26, 2026. The rental period covered in the N4 Notice is from January 1, 2026 to January 31, 2026. Though the corresponding total for that rental period on the table shown on the second page of the notice is \$677.29, the grand total owing at the bottom of the table is listed as \$800.00.
3. The Landlord's Legal Representative stated that it was an error on the drafter's behalf, and the Tenant would know after doing the math that the arrears for January 2026 were \$677.29.

4. Section 212 of the *Residential Tenancies Act, 2006* ('Act') states:
- (1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient. 2006, c. 17, s. 212.
 - (2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act.
5. I note that, as the matter was uncontested, the Tenant was not present to argue subjective prejudice. In an uncontested matter, I consider the appropriate initial enquiry is whether there is objectively reasonable confusion from a flawed notice that might cause significant participatory prejudice. Were the Tenant present, it would be appropriate to determine whether any subjective factors result in significant participatory prejudice.
6. In any event, a N4 Notice must correctly state both the rent charged and the rental period for which the rent is charged. A mistake in either of these will call into question the amount of rent due for the rental period stated. Subsection 59(2) of the *Residential Tenancies Act, 2006* (the 'Act') provides that "the notice of termination shall set out the amount of rent due and shall specify that the Tenant may void the termination of the tenancy 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 under the tenancy agreement as at the date of payment of the tenant." Therefore, the content of the notice must be certain and unambiguous to allow the Tenant to know at the time of service what the correct rent charged and the correct rent owing should be for a specific period, to avoid the termination of the tenancy. In this case the content of the N4 Notice is not certain and unambiguous as the grand total owing on page two is more than a mere clerical error and does not eliminate the reasonable possibility that there was another charge added to the total besides the rent for January 2026. Consequently, I am not satisfied the N4 Notice can be saved by section 212 of the Act. The N4 Notice is therefore found to be invalid.
7. Because the Board is unable to issue an order for eviction based on an invalid notice, the Landlord's Legal Representative was offered the choice of proceeding with the L1 application based on a request for the arrears only or withdrawing the application. The Landlord's Legal Representative chose to proceed for the arrears only.

Rent Arrears Owing:

8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$1,327.29. It is due on the 1st day of each month.
10. The Tenant has paid \$4,032.00 to the Landlord since the application was filed.
11. The rent arrears owing to April 30, 2026 are \$627.16.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

13. The Landlord collected a rent deposit of \$1,300.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
14. Interest on the rent deposit, in the amount of \$40.35 is owing to the Tenant for the period from December 25, 2024 to April 8, 2026.

It is ordered that:

1. The Tenant shall pay to the Landlord \$813.16. This amount includes rent arrears owing up to April 30, 2026 and the cost of filing the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before April 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 27, 2026 at 4.00% annually on the balance outstanding.

April 15, 2026
Date Issued

Fotoula Hatzantonis
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.