



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

File Number: LTB-L-006638-26

In the matter of: 316 KENDALL AVE
WOODSTOCK ON N4S2B5

Between: Shamshil Arefin Ahasan Landlord

And

MARY DEVITT Tenant

Shamshil Arefin Ahasan (the 'Landlord') applied for an order to terminate the tenancy and evict MARY DEVITT (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 2, 2026.

Only the Landlord and the Landlord's Agent, Jay Friesen, attended the hearing.

As of 2:16 p.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:

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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The Tenant has not made any payments since the application was filed.
4. At the hearing, the Landlord confirmed that the lawful rent is \$2,700.00. It is due on the 1st day of each month.
5. The Tenant moved into the unit on November 1, 2024.
6. The N4 Notice lists a separate charge of \$210.00 for the period from November 1, 2025 to December 29, 2025 that the Landlord clarified was for water heater costs. The Landlord testified that he has always charged a fixed amount of \$48.00 per month, and the fixed charge should be considered as rent. However, the period listed on the N4 Notice for the water heater charge was not for the end of the monthly rental period. The Landlord also

testified that the \$210.00 cost was for a four-month period which would mean the monthly charge was \$52.50 per month instead of \$48.00. The Landlord clarified that he had added interest charged in the \$210.00 amount.

7. 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.

(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.

8. 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.

9. In any event, an N4 Notice must correctly state both the rent charged (including fixed monthly charges payable to the Landlord) 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 listed. Subsection 59(2) of 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.

10. In this case the content of the N4 Notice is not certain and unambiguous as the period listed on the N4 Notice for the additional charge was not consistent with the rental period for the tenancy. The water heater cost was also not in fact a fixed monthly charge that can be counted as rent, since the Landlord also added interest charged to him when the Tenant did not pay on time. Any interest charged is attributed to the Landlord and not the Tenant, as the Landlord chose not to pay the amount owing for the water heater when it came due and instead waited on the Tenant to pay, thereby incurring interest for late payment. The importance of rent being a fixed monthly charge is to provide the parties with certainty of what they agreed is owed each month as rent in exchange for the tenant occupying the unit. When the tenant falls short of paying that amount, the landlord may then serve a notice of termination noting exactly what is owed. Interest owing for a random outstanding invoice therefore can not fall into the category of "rent". Consequently, I find these to be significant substantive errors in the N4 Notice that can not be saved by section 212 of the Act. The N4 Notice is therefore found to be invalid.

11. The Landlord elected not to convert the L1 application for eviction and arrears to an L9 application for arrears only. Consequently, the application must be dismissed.

It is ordered that:

1. The application is dismissed.

April 16, 2026

Date Issued

Fotoula Hatzantonis

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.