



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-003950-26

In the matter of: 7, 49 GOVERNMENT RD W
KIRKLAND LAKE ON P2N2E3

Between: Griffintown North Investments Inc. Landlord

And

Shy-Anne (Shyann) Vernon Tenant

Griffintown North Investments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Shy-Anne (Shyann) Vernon (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 18, 2026.

The Landlord's Agent, Elizabeth Kelly, the Landlord's Witnesses, Debbie Patterson and Karen Cooke and the Tenant's Legal Representative, Therese Menard attended the hearing.

Determinations:

1. The Tenant claims that the N4 Notice of Termination (N4) contains the incorrect amount owing within the rental periods as the Tenant made payments that were not included within the amount owing and sought for the application not be dismissed as per section 59(2) of the *Residential Tenancies Act, 2006* (the 'Act').
2. The Landlord did not dispute that the Tenant has made payments totalling \$2,200.00 which were not credited by the Landlord in their N4. The Landlord testified that as the previous property manager resigned from their role, they reviewed the payment records and subsequently discovered that the Tenant had made 4 payments of \$550.00 each month for the periods of July 1, 2025 to November 30, 2025 that were not included in the N4 Notice of Termination. The Landlord submits that it has subsequently credited the Tenant for the payments in their L1/L9 Update Sheet.
3. Section 59(2) of the *Act* sets out the requirements for the contents of an N4 Notice of Termination. This section reads as follows:

The notice of termination shall set out the amount of rent due and shall specify that the tenant may avoid 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 by the tenant.

4. Based on the uncontested submissions of the parties, I am satisfied that the N4 Notice of Termination did not comply with section 59(2) of the Act. As I find that the N4 Notice of Termination, the notice is defective and a tenancy may not be terminated in accordance with a defective notice. The Landlord was given the option to proceed with the application for arrears of rent only or to withdraw the application in order to seek termination of the tenancy. The hearing, the Landlord sought to withdraw the application and I consented to the request.

It is ordered that:

1. The Landlord's application is withdrawn

April 17, 2026
Date Issued

Christopher Lin
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.