



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

File Number: LTB-L-010107-26

In the matter of: 2nd and 3rd Floor aka Upper Duplex, 28
MCGILL ST
TORONTO ON M5B1H2

Between: Seema Khan Landlord

And

Richard Wolf Tenant

Seema Khan (the 'Landlord') applied for an order to terminate the tenancy and evict Richard Wolf (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 9, 2026.

The Landlord, Seema Khan, the Landlord's Representative, Jimmy Gangadin, the Tenant's Representative, Caryma S'ad, and the Tenant, Richard Wolf, attended the hearing.

Determinations:

Is the N4 Notice Invalid?

1. At the start of the hearing the Tenant's Legal Representative raised an issue with the validity of the N4 notice. The Tenant argued that the Landlord is claiming for arrears that have already been determined under Order LTB-L-011761-24, issued on July 29, 2024. I do not agree.
2. In Order LTB-L-011761-24, it was determined that the Tenant owed \$11,686.00 in arrears to July 31, 2024. On August 29, 2024, the Tenant requested the order issued on July 29, 2024, be reviewed. In Order LTB-L-011761-24-RV2, issued on November 12, 2024, it was determined that the Tenant could void the order issued on July 29, 2024, by paying \$11,686.00 by November 15, 2024. This was the only change to the original order issued on July 29, 2024.
3. On January 7, 2026, the Landlord served the Tenant with an N4 Notice for the rental period from August 1, 2024, to January 31, 2026. The N4 Notice does not cover any of the rental periods from Order LTB-L-011761-24. As such, the N4 Notice is valid.

4. However, as a post-hearing submission, the Tenant sent evidence that he has made rent payments to the Landlord via e-transfer for the period between August to November 2024. The email was also sent to the Landlord's Legal Representative. No response has been received to this date from the Landlord. Based on the new evidence, I am satisfied that the Tenant did pay rent to the Landlord for the months which are included in the N4 notice as unpaid.
5. Section 59(2) of the Residential Tenancies Act, 2006 (the 'Act') states:

(2) 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. [Emphasis Added]
6. This is a mandatory requirement under the Act. In this case, the amount of rent noted on the N4 notice that the Tenants must pay to void the notice is \$13,950.00. Since the Landlord failed to set out the correct amount of rent due, I find that the N4 notice of termination is confusing and inaccurate, and hence, defective.
7. Therefore, this application cannot proceed on its merits for eviction. The Landlord may file another application with the correct amounts.

It is ordered that:

1. The Landlord's L1 application is dismissed.

April 16, 2026
Date Issued

Sheena Brar
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.