



Order under Section 69 Residential Tenancies Act, 2006

Citation: MAHMODZADEH v HORVATH, 2026 ONLTB 31599

Date: 2026-04-20

File Number: LTB-L-009902-26

In the matter of: 326 MCCONVEY DR
RICHMOND HILL ON M5B1Y4

Between: OMID MAHMODZADEH Landlord

And

ROBERT HORVATH Tenants
LEVENTE HORVATH

OMID MAHMODZADEH (the 'Landlord') applied for an order to terminate the tenancy and evict ROBERT HORVATH and LEVENTE HORVATH (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 13, 2026.

The Landlord, the Landlord's Legal Representative Hoang Nguyen, the Tenant Robert Horvath, the Tenant Robert Horvath's Legal Representative Nnonyechi Okenwa and Tunde Caceres a Hungarian Interpreter on behalf of the Tenant attended the hearing.

Determinations:

Preliminary Issue: Validity of the Notice of Termination

1. At the commencement of the hearing the Tenant raised a preliminary issue regarding the validity of the N4 Notice of Termination.
2. There are two rental units located at 326 McConvey Drive, Richmond Hill, Ontario as follows:
 - a) The main floor unit; and
 - b) The basement unit
3. The Tenant Robert Horvath entered into a tenancy agreement with the Landlord for the main floor unit. After period of time the Tenant Robert Horvath and the Tenant Levente Horvath entered into a second tenancy agreement with respect to the basement.

4. Each unit has a separate lease agreement.
5. The Landlord has attempted to use a single Notice of Termination for two (2) separate units and one application to seek a termination of 2 separate and distinct tenancies.
6. Section 43(1)(a) of the *Residential Tenancies Act, 2006* ('the Act') states in part that where the Act permits a landlord to give a notice of termination the notice shall identify the rental unit for which the notice is given.
7. The N4 notice describes the rental unit as "326 McConvey Drive, Richmond Hill". It does not specify which of the two units the notice applies to, as such I find the description to be insufficient. I find that this cannot be saved by section 212 of the Act, as the Notice attempts to encapsulate two (2) different rental units and tenancies in one Notice. I find that there would be substantial prejudice to the Tenants in this matter as the individuals listed on the N4 notice are not Tenants of both rental units.
8. An invalid notice of termination cannot ground an eviction and as such the eviction portion of the Landlord's application is dismissed.

L1 application

9. I turned my mind towards an amendment of the Landlord's L1 application to permit the Landlord to proceed with respect to arrears only.
10. Rule 15.3 of the Landlord and Tenant Board Rules sets out the criteria to be considered where a request to amend is made at the hearing and include the following factors:
 - a) whether the amendment was requested as soon as the need for it was known;
 - b) any prejudice a party may experience as a result of the amendment;
 - c) whether the amendment is significant enough to warrant any delay that may be caused by the amendment;
 - d) whether the amendment is necessary and was requested in good faith; and
 - e) any other relevant factors.
11. Rule 15.4 states that the LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding.
12. The potential amendment to the application would be significant. I would require essentially amending the entirety of their application including, but not limited to the rental unit, the tenants, the monthly rent, potentially the rental deposit, the arrears that are outstanding and any payments made by the remaining tenant(s).
13. I am not satisfied that to grant these amendments would be appropriate as they would be highly prejudicial to the remaining tenant(s) sought to proceed against and not consistent with a fair proceeding. The Tenants would have no notice of what the actual arrears of rent were for the N4 and would have therefore been denied the opportunity to properly prepare to defend the application.
14. As a result of the above, the Landlords application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 20, 2026
Date Issued

Sean Ramage
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$42,972.57
Total the Tenant must pay to continue the tenancy	\$42,972.57

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 1, 2026

Rent Owing To May 31, 2026	\$48,496.57
Total the Tenant must pay to continue the tenancy	\$48,496.57

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$39,809.50
Total amount owing to the Landlord	\$39,809.50
Plus daily compensation owing for each day of occupation starting April 14, 2026	\$181.61 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	