



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-001698-26

In the matter of: 1, 884 West Village Square
London ON N6H5J9

Between: Prabhleen Kaur (aka. Nar) Landlord
Gurvinder Singh (aka. Nar)

And

Anna Strashun Tenant

Prabhleen Kaur (aka. Nar) and Gurvinder Singh (aka. Nar) (the 'Landlord') applied for an order to terminate the tenancy and evict Anna Strashun (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 12, 2026.

The Landlord Prabhleen Kaur, the Landlord's legal representative Hugh Mai and the Tenant attended the hearing.

Preliminary Issue – Tenant attempt to raise s.82 Issues

1. at the hearing the Tenant attempted to raise issues pursuant to section 82 of the *Residential Tenancies Act, 2006*; however, these materials were not uploaded until March 9, 2026, shortly before the hearing and therefore they are not properly before me in this proceeding.
2. As section 82 issues must be supported by properly filed evidence, and no such evidence was properly before me, any issues raised by the Tenant under section 82 of the Act are not properly before me and will not be considered in this application. This finding does not prevent the Tenant from bringing her own application regarding maintenance or repair issues, should she choose to do so.

Defective N4 Notice

3. At the hearing the Landlord raised a preliminary issue with respect to the validity of the N4 Notice of Termination ('N4 notice'). This relates to the N4 contained a fatal defect, specifically, that the N4 notice does not accurately reflect the arrears owing as of the service date. As a result, the Board finds that the N4 notice is invalid and cannot support a termination of the tenancy under s. 69 of the RTA.

4. The Residential Tenancies Act, 2006 (the “Act”) requires particular contents of an N4 Notice of Termination, which includes the requirement that the amount of rent shall be specified. Under s. 59(1) of the Act, a landlord may serve an N4 notice only when rent is owing on the date the notice is given. A notice that includes amounts not yet due at the time of service overstates the arrears and is therefore defective. Given the error contained in the N4 notice the period of rent arrears claimed is ambiguous and does not properly reflect the exact periods of monthly rent that are being alleged. The N4 notice is rendered invalid.

Amending L1 Application to L9 Application for Arrears and Costs Only

5. As a result of the defects with the N4 Notice, the options were explained to the Landlord including the possibility of requesting consent to withdraw this L1 Application to correct the N4 Notice, which may lead to filing a new L1 Application if he wished to pursue eviction based on these periods of rent arrears.
6. The Landlord requested to amend this application to an L9 application for arrears only, without seeking eviction. I consented to the request to seek arrears only. The Landlord was aware that the Board’s order on an L9 application would be only for arrears, which would have to be enforced in another jurisdiction such as Small Claims Court upon any breach.
7. The issue of amending an application was raised in the case *Nejad v Preddie*, [2016 ONSC 4348 \(CanLII\)](#), where the Divisional Court upheld a Board decision allowing an application to proceed to collect arrears despite a defective N4 Notice.
8. Further, section 201(1)(f) of the Act permits the Board to amend an application during a hearing, if the Board considers it appropriate to do so and if amending the application would not be unfair to any party. I consented to the request to amend the application as there is no prejudice or unfairness to the Tenant since the N4 Notice contemplates that arrears may be sought.

Determinations:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$800.00. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$26.30. This amount is calculated as follows: \$800.00 x 12, divided by 365 days.
4. The Tenant has not made any payments since the application was filed.
5. The rent arrears owing to March 31, 2026, are \$3,200.00. the Tenant confirmed arrears claimed by the Landlord to be correct and did not dispute the amount of the arrears.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

7. The Landlord collected a rent deposit of \$800.00 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.
8. Interest on the rent deposit, in the amount of \$8.88 is owing to the Tenant for the period from September 1, 2025, to March 12, 2026.
9. The Tenant testified that the rent for November was paid following the Landlord's failure to provide a copy of the lease agreement upon request. While the Tenant disputes the application filing fee on the basis that the application arose from the Landlord's non-compliance in failing to provide the lease, I am satisfied that the Landlord was entitled to bring the application for arrears of rent.
10. The Landlord submitted that the filing fee should be paid and noted that the Tenant has the option of pursuing any alleged breaches through a separate application.

It is ordered that:

1. The tenant shall pay to the Landlord \$3,386.00 representing arrears of rent and the application filing fee to March 31, 2026.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 5, 2026, at 4.00% annually on the balance outstanding.

April 23, 2026
Date Issued

Nathan Korenberg
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.