



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

File Number: LTB-L-006443-26

In the matter of: J/2604, 15 VENA WAY
NORTH YORK ON M9M0G8

Between: HARRINGTON HOUSING INC Landlord

And

Uche Mbanugo Tenant

HARRINGTON HOUSING INC (the 'Landlord') applied for an order to terminate the tenancy and evict Uche Mbanugo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 31, 2026 at 2:30 p.m.

Only the Landlord's agent Yasemin Mamaloglu attended the hearing.

As of 2:30 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:

N4 Notice

1. The N4 Notice of Termination ('N4 notice') does not correctly identify the arrears of rent owing by the Tenant. The Landlord's agent submitted that \$900.00 is owing for the period January 1, 2026 to January 31, 2026. The total on page two of the N4 notice does not match, as it states that \$1,000.00 is owing for the period January 1, 2026 to January 31, 2026.
2. I provided the opportunity for the Landlord to clarify the amount of arrears owing, by month, each month of the tenancy from December 2025 to the date of the hearing and they were unable to clearly do so; and the numbers that were provided do not correspond with the figures listed in the N4 notice.
3. In accordance with section 43(2) of the *Residential Tenancies Act, 2006* (the 'Act'), a notice of termination must "set out the reasons and details respecting the termination". Section 59(2) of *the Act* also provides that an N4 Notice of Termination must specify the amount of rent arrears owing by the tenant.

4. Since the N4 Notice did not properly identify for the Tenant the amount of alleged rent arrears being claimed, the N4 notice does not comply with sections 43(2) and 59(2) of *the Act*. Therefore, it is invalid.
5. I have also considered whether the error substantially complied with *the Act* under the meaning of subsection 212(1). In 2024, the Legislature added subsection 212(2) to *the Act*, to clarify the breadth of the powers under subsection 212(1) to deem a defective document in substantial compliance with *the Act*:

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.

6. The plain language of the statute suggests notices should not be found defective for an error in a form, unless such error causes a party *significant* participatory prejudice.
7. Here, I find the N4 notice is not in substantial compliance with *the Act*, as a tenant in reviewing the N4 notice would be unable to identify the accurate quantity of arrears owing. In short, the arrears claimed by the Landlord on the N4 notice are inconsistent and confusing. This clearly prejudices the Tenant.
8. As the N4 Notice is invalid, and the total quantity of arrears was opaque at the time of the hearing, amending the application for arrears only was inappropriate; as a result, the matter is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 21, 2026
Date Issued

Greg Witt
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.