



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

File Number: LTB-L-013859-26

In the matter of: Unit 2A, 1709 JANE ST
NORTH YORK ON M9N2S3

Between: Moussokoro Keita Landlord

And

Ehren M Steele Tenant

Moussokoro Keita (the 'Landlord') applied for an order to terminate the tenancy and evict Ehren M Steele (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 23, 2026.

The Landlord's Agent, Richard Nikabu, the Landlord's Support, Chiegene Nikabu, the Landlord's Representative, Yvette Bailey, and the Tenant attended the hearing.

Determinations:

Preliminary Issue: Validity of the N4 Notice of Termination

1. The Tenant raised a preliminary issue asking that the N4 Notice be held invalid and the Landlord's application be dismissed. The Tenant argued that the N4 Notice failed to identify the rental unit. The Tenant stated that the N4 Notice listed the address of the rental unit as 1709 Jane Street, Unit 2A, North York, Ontario. The Tenant further submitted that the correct address for the rental unit is 1709A Jane Street, Unit 2, North York, Ontario.
2. The Tenant confirmed that he received a copy of the N4 notice but he did not recall the specific date on which he received the notice. He recalled receiving the N4 sometime late January 2026. The Tenant received the N4 Notice in his mailbox. He submitted that despite the address being confusing to him, he opened the envelope because the document clearly had his name on it.

3. The Tenant initially testified to understanding the contents of the notice but later began to provide conflicting testimony of the notice being confusing because of the incorrect address listed. I am mindful that the Tenant failed to upload any documentation to support his claim that the address listed within the N4 Notice was incorrect. This could have been done by uploading a copy of the lease agreement, the Tenant's driver's license, or a Canada Post document confirming the Tenant's position.
4. The Tenant did not provide any specific reason or way in which the error in the notice would have caused him any prejudice, confusion, or the inability to understand the contents of the notice or claim made against the Tenant. The Tenant knew his rent was not paid and the notice was very clear as to why it was served on the Tenant. The Tenant was not prevented from participating in the proceeding.
5. The Landlord's Representative testified that she served the N4 Notice by mailing a copy of the N4 to the Tenant on January 21, 2026, deemed served January 26, 2026. This is supportive of the Tenant receiving the N4 at the end of January 2026. I am also mindful that the N4 was delivered to the Tenant's mailbox by Canada Post using the same address which was identified in the N4.
6. The Landlord's Agent, Richard Nikabu, testified that the number identifying the rental unit from the street level was 1709 without any "A" following. He also testified that the door leading to the Tenant's rental unit was identified as 2A. The Landlord tendered photographs of the rental unit door having the identification of 2A and a photograph of the street number identified as 1709 without any "A".
7. Based on the evidence, I am satisfied that the N4 Notice substantially complies with the requirements of the Residential Tenancies Act, 2006. I make this finding because the Tenant acknowledged receiving the N4 Notice, I am also satisfied that the Tenant had no difficulty understanding why they received the N4 Notice, which also means the Tenant had the ability to fight said notice if they elected to do so. The Tenant was not confused by any error, they were still able to participate in the proceedings and failed to demonstrate any prejudice because of any error in the N4 Notice if one had existed, which in this case, I am not satisfied one did. Either way, given the circumstances, even if the address had an error in it, the Tenant received service of the N4 Notice as required and understood the notice.

Arrears of Rent

8. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
9. As of the hearing date, the Tenant was still in possession of the rental unit.

10. The lawful rent is \$1,400.00. It is due on the 1st day of each month.
11. The rent arrears owing to April 30, 2026, are \$8,400.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. Accordingly, the total amount the Tenant owes the Landlord is \$8,586.00.
14. The Landlord attempted to negotiate a payment plan with the Tenant.
15. The Landlord was unaware of any circumstances that may require the Board to consider delaying or denying termination of the tenancy and sought the issuance of a standard order. The Landlord was not opposed to a reasonable payment plan.
16. The Tenant is a chef by profession and was unable to work due to a motor vehicle accident. He is now recovered for the most part and expects to be back at work by May 2026. The Tenant wants to remain in the rental unit and proposed a payment plan in which he would pay the lawful rent plus an additional \$600.00 per month. Based on the current arrears of rent, this plan would take approximately 14 months to complete. Given the circumstances, I find this would not be an unreasonable plan to grant.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Tenant shall pay to the Landlord \$8,586.00 for arrears of rent up to April 30, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Arrears Payment Due Date	Arrears Payment Amount
Due on, or before May 5, 2026	\$600.00 payment
Monthly payments due on, or before the 1 st day of each month, June 1, 2026 – June 1, 2027	\$600.00 per month
Due on, or before July 1, 2027	\$186.00 payment

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May 1, 2026, to July 1, 2027, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after April 30, 2026.

May 1, 2026
Date Issued

Ilan Shingait
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.