



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

File Number: LTB-L-042643-25

In the matter of: BASEMENT, 59 PITT AVE
SCARBOROUGH ON M1L2R3

Between: SHAKTI DEB Landlord

And

JANIS TAYLOR Tenant

SHAKTI DEB (the 'Landlord') applied for an order to terminate the tenancy and evict JANIS TAYLOR (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, the Landlord's Legal Representative, Shaun Harvey, and the Tenant attended the hearing.

Determinations:

Preliminary Issues

Section 12

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (the "N4"). The Certificate of Service filed with the N4 states that the Landlord served the N4 on the Tenant on May 9, 2025 by leaving the document in the mailbox or the place where mail is normally delivered.
2. Section 12 of the *Residential Tenancies Act, 2006* (the "Act") states the following:

12 (1) Every written tenancy agreement entered into on or after June 17, 1998 shall set out the legal name and address of the landlord to be used for the purpose of giving notices or other documents under this Act. 2006, c. 17, s. 12 (1).

Copy of tenancy agreement

(2) If a tenancy agreement entered into on or after June 17, 1998 is in writing, the landlord shall give a copy of the agreement, signed by the landlord and the tenant,

to the tenant within 21 days after the tenant signs it and gives it to the landlord. 2006, c. 17, s. 12 (2).

Notice if agreement not in writing

(3) If a tenancy agreement entered into on or after June 17, 1998 is not in writing, the landlord shall, within 21 days after the tenancy begins, give to the tenant written notice of the legal name and address of the landlord to be used for giving notices and other documents under this Act. 2006, c. 17, s. 12 (3).

Failure to comply

(4) Until a landlord has complied with subsections (1) and (2), or with subsection (3), as the case may be,

(a) the tenant's obligation to pay rent is suspended; and

(b) the landlord shall not require the tenant to pay rent. 2006, c. 17, s. 12 (4).

3. By way of background, order LTB-L-078968-24-RV issued on May 8, 2025 dismissed the Landlord's previous L1 application as it was determined that the Landlord had not complied with either sections 12(1) to provide a tenancy agreement with the address of the landlord, 12(2) to provide the Tenant with a copy of the lease or 12(3) if the tenancy agreement is not in writing to provide with 21 days after the tenancy agreement begins written notice of the address to be used for service.
4. Here, the Tenant submitted that the Landlord was still not in compliance with section 12 as the Landlord has not provided the Tenant, in writing, with the Landlord's address for service of notices and documents under the Act.
5. The Landlord's Legal Representative argued that the Landlord was in compliance with section 12 as the N4 has the address of the Landlord's Legal Representative and the Tenant was advised at the Board hearing for LTB-L-078968-24 that the Tenant could serve the Landlord through the Landlord's Legal Representative.
6. While not binding on me, I find order LTB-L-078968-24-RV to be persuasive and agree that the Tenant being aware of the Landlord having a Legal Representative does not satisfy the requirement in section 12. There is no evidence that the Landlord's Legal Representative is retained on an ongoing endless retainer or the scope of the retainer. It is not uncommon for a landlord to retain a legal representative to only serve a notice of termination. Without the Landlord explicitly informing the Tenant, in writing, that they can serve the Landlord at the address of the Landlord's Legal Representative, I find that the Landlord's Legal Representative's address on the N4 does not cure the Landlord's incompliance with section 12.
7. The Landlord's Legal Representative provided me with *Nejad v Preddie*, 2016 ONSC 4348 (Div. Ct.) to consider. In *Nejad v Preddie*, the Divisional Court found that there was no error in the Board Member's conclusion that giving the address of counsel for the landlord

as the address for giving notices or other documents complies with section 12(1) of the Act.

8. In *Nejad v Preddie*, the notice of termination for non-payment of rent identifies the landlord's counsel as agent for the landlord and provides the business address of counsel. Unlike a legal representative, the Board permits an agent to act in lieu of the landlord for all purposes unless the Board is provided with evidence of any express limitation placed upon the agent's authority. The landlord's counsel further advised the tenant on January 11, 2015, in the midst of the Board proceedings, that the landlord's address for service of notices or other documents is counsel's business address. The matter was heard on multiple hearing days and the hearing was concluded on February 17, 2015. In *Nejad v Preddie*, the N4 was also found to be defective and the landlord opted for an order for arrears only which the Board Member ultimately ordered.
9. Here, the N4 does not identify the Landlord's Legal Representative as the Landlord's Agent nor am I assessing whether the Landlord is in compliance with section 12 as of the hearing date to issue an order for arrears only. As such, I find the present case is distinguishable from *Nejad v Preddie*.
10. The Landlord's Legal Representative also submitted that the envelope containing the N4 had the return address of the Landlord and this would be sufficient to satisfy section 12 of the Act. I disagree. This contradicts the Landlord's position that the Landlord's address for service is the address of the Landlord's Legal Representative on the N4 itself. In my view, it is unreasonable for the Landlord to expect the Tenant to interpret the Landlord's actions and identify which address is the one the Landlord is using for service of notices and other documents under the Act.
11. Even if I accept the Landlord's evidence as true that the parties had a conversation in August 2025 about service and the Landlord provided the Tenant a rent receipt (DOC-7553231), which indicates the Landlord's address for service, in March 2026, these occurrences are irrelevant here as the Landlord did not opt for an arrears only order and I must assess whether or not the Landlord was in compliance with section 12 as of May 9, 2025 when the N4 was served.
12. For the reasons above, I find that as of the date the N4 was served, the Landlord did not provide the Tenant with written notice of the address to be used for service and thus, was not in compliance with section 12(3). As such, the Tenant's obligation to pay rent was suspended pursuant to section 12(4) of the Act and the Landlord was not entitled to serve the N4 on May 9, 2025. The N4 is there invalid and cannot form the basis to terminate the tenancy. The Landlord's application for to terminate the tenancy pursuant to section 69(1) of the Act must be dismissed.
13. While it could be argued that the Landlord provided the service address in the rent receipt allegedly served to the Tenant on or about March 2, 2026 resuming the Tenant's obligation to pay rent before the hearing and the Board now has jurisdiction to issue an order for arrears only under 87(1) of the Act, the Landlord elected to not proceed with an arrears only order and requested that the application be dismissed if the Board finds the N4 to be invalid. Therefore, I find it unnecessary to address the issue and make a finding of whether the Tenant received the rent receipt in this order.

Section 82

14. The Tenant sought to raise section 82 issues within the Landlord's L1 application. Section 82 of the Act provides that at a hearing of an application filed by a landlord for non-payment of rent, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant. In other words, as the hearing already begun, the Tenant's right to continue with their issues pursuant to section 82 is not extinguished by the Landlord's invalid N4 and the Landlord's election to not proceed with a claim for arrears only.
15. However, the Tenant did not comply with interim order LTB-L-042643-25-IN issued on August 19, 2025. The Tenant agreed to pay the ongoing rent in full and on time and it was ordered that:
 2. The Tenant shall pay to the Landlord the monthly rent on or before the first day of each month starting September 1, 2025, and each month thereafter until the matter is heard and finally determined by the Board.
 3. If the Tenant does not comply with the requirement to pay the ongoing rent, the Member may refuse to accept or consider the Tenant's evidence and submissions.
16. The Tenant acknowledged that they did not pay the rent for January 2026 in full and on time. Given that the Tenant failed to comply with the interim order issued, the Tenant was not permitted to raise their section 82 issues. The Tenant has the ability, if they wish to do so, to pursue their claims through their own applications.

It is ordered that:

1. The Landlord's application is dismissed.

April 28, 2026
Date Issued

Vicky Liu
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.