



Order under Sections 69 and 87 Residential Tenancies Act, 2006

File Number: LTB-L-071393-23

In the matter of: Basement, 45 Maple Ave
Georgetown ON L7G5M3

Between: Dennis Newdick Landlord

And

Rebecca Vella Tenant

Dennis Newdick (the 'Landlord') applied for an order to terminate the tenancy and evict Rebecca Vella (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (LTB-L-071393-23; hereafter referred to as the 'L1 Application').

This L1 Application was heard by videoconference on April 20, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Procedural History

1. The L1 Application was first scheduled to be heard on May 21, 2024.
2. Pursuant to the interim order LTB-L-071393-23-IN, issued on June 11, 2024, the L1 Application was adjourned on May 21, 2024.

N4 Notice of Termination – Application Amendment

3. While the Landlord claimed to have served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent with a termination date of March 1, 2024 (hereafter referred to as the 'N4 Notice'), they had failed to submit to the Board a Certificate of Service confirming the date the N4 Notice would have been served to the Tenant, the identity of the individual who would have served the N4 Notice, and the method of service that would have been used to provide the N4 Notice to the Tenant.¹
4. The matter was stood down to provide an opportunity to the Landlord to review their records and submit a certificate of service. They proceeded to submit a *Canada Post Xpresspost*

¹ Section 53 of the *Ontario Regulation 516/06*.

tracking certificate, as it appears from the tracking certificate dated February 2, 2022 (DOC-7800960; Exhibit 1).

5. The Landlord recognized that the N4 Notice was dated February 10, 2024, a little over two (2) years after the tracking certificate was issued (Exhibit 1). They agreed that the tracking certificate was related to a different document mailed to the Tenant.

6. Subsection 59(1) of the *Residential Tenancies Act, 2006* (the 'Act') reads as follows:

59 (1) If a tenant fails to pay rent lawfully owing under a tenancy agreement, the landlord may give the tenant notice of termination of the tenancy effective not earlier than,

(a) the 7th day after the notice is given, in the case of a daily or weekly tenancy; and

(b) the 14th day after the notice is given, in all other cases. [Emphasis Added]

7. As the Landlord was unable to lead any evidence with respect to the service of the N4 Notice, I am unable to determine if the N4 Notice was indeed served in accordance with the time requirements set out in the Act, and therefore as to whether or not the Tenant was afforded an opportunity to void the N4 Notice.²

8. I am therefore not satisfied, on a balance of probabilities, that the Landlord duly served the Tenant with a valid N4 Notice.

9. In *George V Apartments Ltd. v. Cobb*, [2002] O.J. No. 5918 (Div. Ct.), the Court concludes that a notice of termination that does not comply with the Act's requirements is void.

10. As I have found that the N4 Notice is invalid, the Landlord's L1 Application for an order to terminate the tenancy and evict the Tenant because the Tenant did not pay the rent that the Tenant owes cannot proceed.

11. The Landlord therefore sought to amend the L1 Application for an order solely requiring the Tenant to pay the rent that the Tenant owes, pursuant to section 87(1) of the Act.

12. The Tenant was not opposed to the Landlord's amendment request.

13. I am satisfied that the Landlord understood the implications of their request, namely that they would not be able to apply for an order to terminate the tenancy and evict the Tenant because the Tenant did not pay the rent that the Tenant owes up to April 30, 2026.

14. As the amendment request would enable the Tenant to continue (for the time being) their tenancy, I find that the Tenant would not be prejudiced by such an amendment.

15. Accordingly, pursuant to subsection 200(1) of the Act and Rule 15 of the Board's *Rules of Procedure*, I granted the amendment request.

² Subsection 59(3) of the *Residential Tenancies Act, 2006*.

Arrears of Rent

16. As of the hearing date, the Tenant was still in possession of the rental unit.
17. The parties agreed that the lawful rent is \$1,200.00. It is due on the first (1st) day of each month.
18. The parties agreed that the Tenant has paid \$19,050.00 to the Landlord since the L1 Application was filed.
19. The parties agreed that, after the L1 Application was filed, the Tenant received a credit of \$1,200.00 towards the rental period starting January 1, 2026, and ending January 31, 2026. This amount equates to compensation under sections 48.1 and 55.1 of the Act as the Landlord served the Tenant an N12 Notice of Termination, under section 48 of the Act prior to filing the L2 Application LTB-L-015791-26 on February 20, 2026.
20. The parties agreed that the rent arrears owing to April 30, 2026, are therefore in the amount of \$11,750.00.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Issues Raised by the Tenant – Section 82 of the Act

22. While the Tenant had sought to raise issues under section 82 of the Act (which could have resulted in a rent abatement that would have been set off against the arrears of rent owing to the Landlord and therefore reduced the amount the Tenant owed), they failed to serve to the Landlord and submit to the Board a detailed written description of each issue they intended to raise, along with a copy of all documents, pictures and other evidence they intended to rely upon, in accordance with the terms and deadlines set out in the interim order LTB-L-071393-23-IN, issued on June 11, 2024.
23. It would be unfair to the Landlord to require that they respond to allegations of which they had no prior notice. Pursuant to Rule 19.5 of the Board's *Rules of Procedure*, I therefore refused to hear the Tenant's evidence or submissions that they sought to make under section 82 of the Act.
24. The prejudice to the Tenant is minimized as they may, subject to any limitation periods³ that may apply, seek to present their claims in their own tenant application – if they elected to proceed in filing such an application at a later date.
25. The Tenant may wish to seek legal advice in order to have a better understanding of their rights and recourses in the event they intend to file an application against the Landlord.

³ Subsection 29(2) of the *Residential Tenancies Act*, 2006.

It is ordered that:

1. The Tenant shall pay to the Landlord \$11,936.00. This amount includes rent arrears owing up to April 30, 2026, and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 21, 2026, at 4.00% annually on the balance outstanding.

April 28, 2026

Date Issued

Alexandre Traboulsi

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.