



Order under Section 69 Residential Tenancies Act, 2006

Citation: Whitby-108 Victoria Inc. v Hall, 2026 ONLTB 33511

Date: 2026-05-01

File Number: LTB-L-012410-26

In the matter of: #23, 110 VICTORIA ST W
WHITBY ON L1N1B7

Between: Whitby-108 Victoria Inc. Landlord

And

Marilynn Hall Tenant

Whitby-108 Victoria Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Marilynn Hall (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 22, 2026.

The Landlord's Representative, Mo Nigm, and the Tenant attended the hearing.

Determinations:

Service of the N4 notice

1. The issue with the Landlord's application lies in their paperwork.
2. On February 9, 2026, the Landlord filed their application with the Board along with an undated N4 Notice. The termination date on the N4 Notice is February 5, 2026.
3. The Landlord has filed the following Certificate of Service with the Board:
 - March 9, 2026 – Certificate of Service certifying that the N4 Notice was given to the Tenant by email on March 9, 2026
 - April 22, 2026 - Certificate of Service certifying that the N4 Notice was given to the Tenant by email on February 6, 2026
 - April 22, 2026 - Certificate of Service certifying that the N4 Notice was given to the Tenant by email on April 2, 2026
 - April 22, 2026 - Certificate of Service certifying that the N4 Notice was given to the Tenant by email on April 22, 2026.

4. No explanation was given by the Landlord as to why the N4 Notice was served multiple times. I believe such service could be confusing to a tenant. The biggest issue, however, is that none of the Certificates of Service support a finding that the Landlord gave the Tenant notice in accordance with section 59 of the *Residential Tenancies Act, 2006* (the 'Act'), which states:

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]

(2) The notice of termination shall set out the amount of rent due and shall specify that the tenant may avoid the termination of the tenancy by paying, on or before the termination date specified in the notice, the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment by the tenant.

5. For the N4 Notice to be valid with a termination date of February 5, 2026, the Landlord would have to satisfy me that the N4 Notice was served on or before January 23, 2026. They have not. Accordingly, I find the N4 Notice is invalid. I do not have the jurisdiction to terminate a tenancy and evict a tenant on an invalid notice. However, the Act permits the Landlord to seek an order for rent owing, which the Landlord requested.
6. The rent arrears claimed on the N4 notice were also incorrect, but I am making no determination with respect to that since the N4 is defective, nonetheless.

Rent arrears application

7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$1,108.65. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$36.45. This amount is calculated as follows: \$1,108.65 x 12, divided by 365 days.
10. The Tenant has paid \$2,157.85 to the Landlord since the application was filed.
11. The parties agree that the rent arrears owing to April 30, 2026, are \$2,194.20.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Rent deposit amount

13. The Landlord claims there is no rent deposit amount. The Landlord also claims there is a \$990.08 credit in the Tenant's name which they assume could be the last month's rent deposit. They would be happy to apply the same to their account from the time they took over the rental unit in 2020.
14. The Tenant testified that she has lived at the rental unit since 2016 and paid \$900.00 as last month's rent deposit to the former Landlord.
15. Section 18 of the Act relates to covenants running with the land which means that any change in ownership does not affect the agreements made prior to the Landlord taking over which also relates to the tenancy. Therefore, I find that the Landlord has \$900.00 which was collected at the start of the tenancy.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,380.20. This amount includes rent arrears owing up to April 30, 2026, and the cost of filing the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 13, 2026, at 4.00% annually on the balance outstanding.

May 1, 2026
Date Issued

Sheena Brar
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.