



**Order under Section 21.2 of the
Statutory Powers Procedure Act
and the Residential Tenancies Act, 2006**

File Number: LTB-L-087923-25-RV

In the matter of: 3640 P>O. box 1182 CONCESSION DR
GLENCOE ON N0L1M0

Between: Lionel and Tracey DAVIS Landlord

And

Jordan Davis Tenant
Rebecca Countyman

Review Order

Lionel and Tracey DAVIS (the 'Landlord') applied for an order requiring Jordan Davis and Rebecca Countyman (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on January 15, 2026. Neither the Landlord nor the Tenant attended the hearing. The application was resolved by order LTB-L-087923-25 issued on February 3, 2026.

On March 5, 2026, the Landlord requested a review of the order.

On March 9, 2026, interim order LTB-L-087923-25-RV-IN was issued, staying the order issued on February 3, 2026.

This application was heard by videoconference on April 27, 2026.

Only the Landlord attended the hearing.

As of 1:30 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:

Request to Review

1. The Landlord requests a review on the basis that they were not reasonably able to participate in the hearing scheduled for January 15, 2026. The Landlord testified that they received the notice of hearing and attempted to attend the hearing. The Landlord stated that they were online for the whole afternoon, were admitted into the virtual waiting area at approximately 12:35 p.m., heard the Member's preamble, and were then moved into the hearing room. The Landlord testified that they were disconnected from the hearing room, called back in, and rejoined the hearing, but after rejoining, they could not hear anything and did not know what was happening.
2. The Landlord stated that, at approximately 4:45 p.m., they called the Board from a landline and were told that hearings were finished for the day and that they should file the appropriate paperwork if the hearing had not proceeded as expected. The Landlord testified that they were not able to participate in the hearing and that they do not use computers very well. The Tenant did not attend the review hearing, and the Landlord's evidence was uncontested. I find that the Landlord was not reasonably able to participate in the January 15, 2026, hearing due to technical issues.
3. The request to review is granted. As a result, order LTB-L-087923-25 issued on February 3, 2026, was cancelled, and a new hearing was held to consider the merits of the original application.

Merits of the Original Application

N4 Notice of termination:

4. The validity of the N4 notice was raised at the hearing. The first page of the N4 notice stated that the termination date was "10/20/2025". The Landlord acknowledged that the termination date was incorrect. The second page of the N4 notice listed rent owing for the periods July 1, 2025, to July 31, 2025, August 1, 2025, to August 31, 2025, and September 1, 2025, to September 30, 2025. The monthly rent was listed as \$1,200.00 for each of those months. However, the N4 notice stated that the total rent owing was \$12,000.00. The same amount was also stated on the first page of the N4 notice. The Landlord stated that they were not familiar with the Board's forms and did not know how to correctly complete the N4 notice. The Landlord acknowledged that the rent owing amount and the termination date were incorrect.
5. Section 43 of the *Residential Tenancies Act, 2006* (the 'Act') requires a notice of termination to identify the rental unit, state the date on which the tenancy is to terminate, and set out the reasons and details for termination. In an N4 notice for non-payment of rent, the notice must clearly state the rental periods, the amount of rent owing for each period, and the total arrears claimed.
6. I find that the N4 notice is defective. The termination date was incorrect, and the total arrears amount was not consistent with the rental periods and monthly rent listed in the notice. As a result, the notice did not clearly and accurately set out the reasons and details for termination.

7. Following this finding, the Landlord requested that the application proceed pursuant to section 87(1) of the Act, to seek an order for arrears of rent only, notwithstanding the defect in the N4 notice. The request was granted, and the hearing proceed on that basis.

Non-payment of Rent:

8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The Tenant did not pay the total rent they were required to pay for the period from January 1, 2025, to April 30, 2026.
10. The lawful rent is \$1,200.00. It is due on the day of each month.
11. The Tenant has paid \$7,200.00 to the Landlord after the application was filed.
12. The rent arrears owing to April 30, 2026, are \$12,000.00.
13. The Landlord incurred costs of \$244.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The request to review order LTB-L-087923-25 issued on February 3, 2026, is granted.
2. Order LTB-L-087923-25 issued on February 3, 2026, is cancelled and replaced by the following:
3. The Tenant shall pay to the Landlord \$12,244.00. This amount includes rent arrears owing up to April 30, 2026, and the cost of the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before May 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 17, 2026, at 4.00% annually on the balance outstanding.

May 5, 2026
Date Issued

Joy Xiao
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.