



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-015266-25

In the matter of: Main floor, 117 MOSSBANK DR
SCARBOROUGH ON M1G2C4

Between: Jeganathan Nadarajah Landlord
Meera Chellathurai

And

Natalie Colquhoun Tenant
Jody James Gautreau

Jeganathan Nadarajah and Meera Chellathurai (the 'Landlord') applied for an order to terminate the tenancy and evict Natalie Colquhoun and Jody James Gautreau (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Jeganathan Nadarajah and Meera Chellathurai (the 'Landlord') also applied for an order requiring Natalie Colquhoun and Jody James Gautreau (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on December 5, 2025.

The Landlord, Jeganathan Nadarajah, the Landlord's Agent, Tharunan Jeganathan, the Landlord's Legal Representative, Sriram Rangan and the Tenant, Natalie Colquhoun attended the hearing.

Determinations:

Preliminary Issue – Service of the N5 Notice

1. At the hearing, a preliminary issue was raised with regards to the service of the N5 Notice of Termination (N5 Notice). The Landlord's certificate of service indicates that the N5

Notice was served on February 12, 2025 by both mailing it to the rental unit and by emailing it to the Tenant.

2. The N5 Notice contains a termination date of March 5, 2025.
3. Pursuant to subsection 191(3) of the *Residential Tenancies Act, 2006* (the 'Act'), "a notice or document given by mail shall be deemed to have been given on the fifth day after mailing." As the N5 Notice was given by mail on February 12, 2025, it is deemed served on February 17, 2025, in accordance with subsection 191(3) of the Act.
4. Subsection 64(2)(a) of the Act states that a notice of termination for substantial interference shall "provide a termination date not earlier than the 20th day after the notice is given." In accordance with subsection 64(2)(a) of the Act, the earliest termination date that could have been included in the Landlord's N5 notice is March 9, 2025, provided the notice was given by mail.
5. The Landlord also submits that the N5 notice was given by email on February 12, 2025.
6. Section 191 of the Act and Rule 3.1 of the Landlord and Tenant Board's Rules of Procedure allows service of a notice by email if the person or party receiving it has consented in writing to service by email.
7. There was no evidence led that the parties had consented in writing to service of documents via email.
8. As a result, I considered whether the notice may be deemed valid pursuant to section 191(2) of the Act which states:

A notice or document that is not given in accordance with this section shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period.

9. An email from the Tenant to the Landlord dated February 21, 2025 was entered into evidence by the Landlord. In the email, the Tenant states "I received your N5 on February 19, 2025."
10. The Landlord relies upon Rule 3.9 of the Landlord and Tenant Board's Rules of Procedure which states that a document is considered served on the day it was sent by email. However, Rule 3.9 applies to notices that have been validly served in accordance with the Act and the Board's Rules and does not override the requirements of sections 64(2)(a) of the Act and section 191 of the Act.
11. Based on the email provided into evidence by the Landlord and the submissions of the Tenant, I accept that the N5 notice was served on the Tenant and came to the attention of the Tenant on February 19, 2025. However, as the notice is short-served and does not comply with section 64(2)(a) of the Act, the Landlord's notice is invalid and the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

May 4, 2026
Date Issued

Christopher Lin
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.