



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-014712-26

In the matter of: 2 ARKONA DR
SCARBOROUGH ON M1T1X3

Between: Ping Yu Landlord

And

Strucu Pusa Tenants
Ceausu Aida
Gunic Gheoghe
Gunici Sanuel
Lacatusu Ramona

Ping Yu (the 'Landlord') applied for an order to terminate the tenancy and evict Strucu Pusa, Ceausu Aida, Gunic Gheoghe, Gunici Sanuel and Lacatusu Ramona (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 28, 2026.

The Landlord and the Co-Landlord, Xian Feng, attended the hearing.

As of 3:00 p.m., the Tenants were 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.

Determination:

1. The N4 notice of termination ("N4 notice") the Landlord served the Tenants had a date of termination of February 10, 2026. The certificate of service indicated it was given to the Tenants on February 10, 2026. I confirmed these dates with the Landlord at the hearing.
2. Section 59(1)(b) of the *Residential Tenancies Act*, 2006 (the 'Act') provides that a notice of termination for failure to pay rent may not be effective earlier than the 14th day after the notice is given, if the tenancy is a tenancy other than a daily or weekly tenancy.
3. Here, the date of termination was the same day the N4 notice was given to the Tenants, therefore the notice of termination was not valid as the date of termination was not effective at least 14 days after the notice was given to the Tenants.
4. It was only after I made this determination and explained that because the Board is unable to issue an order for eviction based on an invalid notice, the Landlord could proceed with the L1 application based on a request for the arrears or withdrawing the application that

the Landlord then changed their testimony to indicate a mistake was made on the certificate of service. The Landlord then testified that the N4 notice was actually given to the Tenants on the same day the N4 notice was signed which was January 19, 2026. Despite the certificate of service clearly saying February 10, 2026, being signed on February 18, 2026. The testimony also changed from Peng Yu giving the notice, to Xian Feng giving the notice to the Tenants, to both Landlords giving the notice to the Tenants.

5. I did not find the subsequent testimony credible. There were too many inconsistencies in light of the fact that the testimony was not offered until after the Landlords were told that an eviction would not proceed.
6. As such, I found that the N4 notice was in fact given to the Tenants on February 10, 2026, as stated by the certificate of service and was therefore invalid.
7. The Landlord was again offered the choice of proceed with the L1 application based on a request for the arrears or withdrawing the application.
8. The Landlord sought to withdraw the application, and I consented to the request.

It is ordered:

1. The Application is dismissed as withdrawn.

May 4, 2026
Date Issued

Nicole Pedron
Member, Landlord and Tenant Board

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