



Order under Section 69 Residential Tenancies Act, 2006

Citation: Petten v Hollohan, 2026 ONLTB 35820
File Number: LTB-L-021327-26

In the matter of: 31 Nanticoke Valley Rd
Nanticoke ON N0A1L0

Between: Allen Petten Landlord

And

Debbie Hollohan Tenant

Allen Petten (the 'Landlord') applied for an order to terminate the tenancy and evict Debbie Hollohan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 29, 2026.

Only the Landlord attended the hearing.

As of 1:05 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:

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) on February 17, 2026. The notice alleges that the Tenant did not pay rent between December 1, 2025, and February 28, 2026. The N4 claimed arrears or rent of \$5,200.00 for the same period and sets out a termination date of March 5, 2026.
2. The N4 has the following chart on page 2 to show how the Landlord calculated the arrears of rent owing:

Rent Period		Rent Charged	Rent Paid	Rent Owing
From:	To:			
December 1, 2025	December 31, 2025	\$1,500.00	\$800.00	\$2,650.00
January 1, 2026	January 31, 2026	\$1,500.00	\$450.00	\$3,700.00
February 1, 2026	February 28, 2026	\$1,500.00	\$0.00	\$5,200.00
Total Rent Owing:				\$5,200.00

3. The lawful rent is \$1,500.00, however the claimed rent owing in the first period exceeds the amount of rent charged less the rent paid. This is a clear error and is objectively confusing.
4. Section 59 of the *Residential Tenancies Act, 2006* (Act) sets out the requirements for a notice based on non-payment of rent, specifically:

(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. I raised this issue with the Landlord at the hearing, and he advised that the arrears amount reflected on the notice was correct and that rent arrears began prior to the first period outlined in the notice. If that is the case, the N4 should have identified the specific periods of time that the arrears arose.
6. Based on the contents of the N4 notice, the amount of rent claimed cannot be correct for the identified rental period. Therefore, the N4 Notice does not comply with section 59(2) of the Act and is invalid. A tenancy cannot be terminated based on an invalid N4 notice.
7. The Landlord disagreed and maintained that an eviction order could be issued and requested as such. I informed the Landlord that since an eviction order could not be issued his application would be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

May 7, 2026
Date Issued

Ken Audziss
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.