



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-014956-26

In the matter of: 1, 111 Catherine Street
Walkerton ON N0G2V0

Between: Joel Toner Landlord

And

Marc Dobson Tenant

Joel Toner (the 'Landlord') applied for an order to terminate the tenancy and evict Marc Dobson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Representative, Mark Day, the landlord, Joel Toner and the Tenant, Marc Dobson, attended the hearing.

Determinations:

Validity of the Notice of Termination – Method of Service

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent ('N4 Notice') on January 29, 2026 by taping it to the rental unit door inside a Ziploc bag.
2. Section 191(1) of the *Residential Tenancies Act*, 2006 ('the Act') states that a notice is sufficiently given to a person if it served in several ways. Section 191(1)(g) establishes that a notice is also sufficiently given by any other means allowed in the Rules. Rule 3.1 expands upon the available methods of service. Neither section 191(1) of the Act nor 3.1 of the Rules allows for service of a notice of termination by taping it to a rental unit door.
3. A notice can only be deemed served if given in accordance with one of those methods.
4. However, Section 191(2) of the Act establishes that a notice shall be deemed to be validly given if it is proven that its contents came to the attention of the person for whom it was intended within the required time period.
5. The Tenant testified that he did not receive the N4 Notice. The Tenant acknowledged that he received the L1 application, which was taped to his door, but denied receiving the N4 Notice.

6. The Landlord's position was that the N4 Notice was served on the Tenant and that, because the Tenant received the L1 application when it was served by the same method, it was likely that the Tenant also received the N4 Notice. However, the Landlord did not provide sufficient documentary evidence to establish that the contents of the N4 Notice came to the Tenant's attention.
7. I am not satisfied that the Tenant received the N4 Notice or that its contents came to his attention on January 29, 2026. The evidence does not establish, on a balance of probabilities, that the Tenant received the N4 Notice within the required time period.
8. As the Landlord did not prove that the N4 Notice was served by a permitted method, or that its contents came to the Tenant's attention within the required time period, I find that the N4 Notice is invalid.
9. After hearing the evidence and submissions of the Landlord's Legal Representative, I advised the Landlord's Legal Representative that I was prepared to find that the N4 Notice was defective. I further advised that the hearing could proceed on the Landlord's claim for arrears of rent, but that the Landlord could not obtain an order terminating the tenancy based on the defective N4 Notice. The Landlord then requested to withdraw the application, and I consented to that request.
10. The application having been withdrawn, the LTB's file is closed.

May 6, 2026
Date Issued

Joshua Labbe
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.