



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kaloti v Ventura, 2026 ONLTB 37331

Date: 2026-05-11

File Number: LTB-L-017042-26

In the matter of: c502, 5299 HIGHWAY 7
WOODBIDGE ON L4L0J1

Between: Tajinderpall Kaloti Landlord

And

Helen Ventura Tenant

Tajinderpall Kaloti (the 'Landlord') applied for an order to terminate the tenancy and evict Helen Ventura (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 4, 2026.

The Landlord and the Tenant attended the hearing.

Preliminary Issue: Validity of the N4 Notice of Termination

The Landlord's L1/L9 Update Sheet reflected payments of \$1,000.00 on each of January 19, 2026 and February 2, 2026. The Landlord acknowledged that these were a correct reflection of the payments they received on the dates in question.

The N4 Notice of Termination ("N4") reflects that a total of \$700.00 in payments were made for the period of December 1, 2025 to February 1, 2026. Given the N4 was served on February 2, 2026 it is possible the Landlord received the payment made on that date after the service of the N4. However, it is clear the N4 did not reflect the full payment made on January 19, 2026. Due to this, the amount listed as owing in the N4 the Tenant would be required to pay in order to void it is incorrect. This is contrary to the requirements for service of the N4 in accordance with section 59(2) of the *Residential Tenancies Act*, 2006 (the "Act") and I find on this basis that the N4 is invalid. The tenancy cannot be terminated pursuant to an invalid notice of termination.

After this determination it was explained to the Landlord that eviction would not be available in this application. The Landlord requested to continue with the application for rent arrears only. I am satisfied the Landlord understood by doing so that the non-payment of amounts found to be owing pursuant to this order could never form the basis of eviction of the Tenant and the hearing proceeded on this basis.

Determinations:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The Tenant did not pay the total rent they were required to pay for the period from December 1, 2025 to May 31, 2026.
3. The lawful rent is \$2,750.00. It is due on the 1st day of each month.
4. While the Landlord indicated in the application that only \$700.00 had been paid in respect of the period between December 1, 2025 and the filing of the application, it was acknowledged in the hearing that \$2,000.00 had been paid during this period. The Tenant also paid \$1000.00 to the Landlord after the application was filed.
5. Given the above, I find the rent arrears owing to May 31, 2026 are \$13,500.00. Both parties acknowledged this amount in the hearing.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$13,686.00. This amount includes rent arrears owing up to May 31, 2026 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 23, 2026 at 4.00% annually on the balance outstanding.

May 11, 2026
Date Issued

Benjamin Seigel
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.