



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

File Number: LTB-L-003754-26

In the matter of: 31, 2939 FAIRLEA CRES
OTTAWA ON K1V9A5

Between: May (Shu) Liu Landlord

And

Christopher Richardson Tenant

May (Shu) Liu (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Richardson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 6, 2026.

Only the Landlord attended the hearing.

As of 9:35am, 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. For the following reasons, the Landlord's application must be dismissed.
2. First, the Landlord served the Tenant with an invalid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
3. The Landlord says that the monthly rent is due on or before the 9th day of each month. The Certificate of Service indicates that the Landlord served the N4 Notice on November 11, 2025. This means that November's rent had come due by the time the Landlord served the Tenant with the N4 Notice. The N4 Notice does not claim any rent owing for November 2025. At the hearing, the Landlord confirmed that the Tenant failed to pay November's rent.
4. As the N4 Notice does not claim November's rent, it does not properly identify the amount of arrears the Tenant must pay in order to void the notice and preserve the tenancy. As the N4 Notice fails to properly identify the outstanding arrears, it is invalid and cannot result in a termination of this tenancy.

5. Next, at the hearing I pointed out to the Landlord that the N4 Notice contains an illegal rent increase.
6. The N4 Notice shows that the rent was increased from \$750.00 per month to \$769.00 per month on October 9, 2025. The provincial guideline indicates that the Landlord was permitted to increase the rent by 2.5% in 2025. This means the Landlord was permitted to raise the monthly rent by \$18.75 per month in 2025. If the Landlord had increased the monthly rent by the guideline amount, the most the Landlord could have charged the Tenant for October's rent was \$768.75. As the Landlord increased October's rent by more than the guideline amount, the increase is illegal and cannot be enforced.
7. The final problem is that the N4, the L1 application and the Landlord's update sheet all claim the illegal rent increase described above. This means that the Landlord has incorrectly calculated the outstanding arrears on all of these documents.
8. At the hearing, the Landlord appeared to have a very limited understanding of what mistakes she had made on the N4 Notice and on her other documents. The Landlord was therefore unable to establish on the balance of probabilities the exact amount of outstanding arrears. As the Landlord served the Tenant with an invalid notice and was unable to establish the exact amount of outstanding arrears, the Landlord's application must be dismissed. The Landlord was encouraged at the hearing to seek out legal advice to assist her in the future.

It is ordered that:

1. The Landlord's application is dismissed.

May 12, 2026

Date Issued

Laura Hartslief

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.