



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

File Number: LTB-L-102800-25

In the matter of: 20 Maple Ave
Cornwall ON K6J1E8

Between: 12859203 Canada Inc Landlord

And

Florida Beauvais Tenant

12859203 Canada Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Florida Beauvais (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 12, 2026.

The Landlord's agents, Daniel Cyr and Brian Barber, and the Tenant's legal representative, Valerie Eaton, attended the hearing.

Determinations:

1. At the outset of the hearing, the Tenant's legal representative raised a preliminary issue. She submitted that the N4 is confusing because it presents the arrears as a single lump sum covering approximately four years rather than itemizing the amount by month or by year.
2. I am not persuaded by this submission. Section 59 of the *Residential Tenancies Act, 2006* (the "Act") and the prescribed N4 form require the landlord to set out the rent period, the rent charged, the rent paid, and the rent owing for the period claimed. The form does not require a landlord to break the arrears down on a month-by-month basis. The N4 in this case identifies a single continuous rent period and sets out a single set of figures for that period. While a month-by-month breakdown may be helpful in some cases, the absence of one does not, on its own, render this N4 confusing or non-compliant. The preliminary issue is dismissed on that ground.
3. However, for the reasons that follow, the N4 is defective on two other grounds, and the application must be dismissed.

Arrears previously determined in LTB-L-057190-22

4. The rent period on the N4 begins on January 1, 2022. The Landlord's agents confirmed at the hearing that the arrears figure of \$9,891.64 includes amounts that were the subject of a prior order of this Board, LTB-L-057190-22, issued November 17, 2023.
5. LTB-L-057190-22 was a consent order resolving an earlier L1 application between the same parties in respect of the same rental unit. Under that order, the Tenant was required to pay the Landlord \$2,969.90 representing arrears of rent up to October 31, 2023, together with the \$186.00 application filing fee, less a payment of \$675.00 and less an agreed reduction of \$328.90, payable in accordance with a fixed schedule running from November 1, 2023 to March 1, 2025. The order did not include termination of the tenancy.
6. The Landlord's agents acknowledged the existence of the prior order. They submitted that they continued to include the pre-November 2023 arrears in the present N4 because, in their view, they have no means of enforcing LTB-L-057190-22 for the purpose of obtaining eviction.
7. The doctrine of res judicata prevents a party from re-litigating an issue that has already been finally determined between the same parties. Three elements must be present: there must be an earlier decision on the issue; that decision must be final, in that it has not been reviewed or appealed; and the same parties must be involved.
8. All three elements are made out in respect of the arrears falling within the period covered by LTB-L-057190-22. The parties are the same. The order is final; no review or appeal having been filed. The order finally determined the quantum of arrears owing as of October 31, 2023 and the terms on which that amount was to be paid.
9. That the prior order does not, on its face, give the Landlord a path to terminate the tenancy is not a basis to re-claim those arrears through a fresh N4. By rolling amounts already determined by LTB-L-057190-22 into the arrears figure on the current N4, the N4 overstates the rent owing for the period claimed, contrary to the requirements of section 59 of the Act.

Rental period on N4

10. The N4 is also defective on its face for a second reason. The rent period is stated as running "From: 01/01/2022 To: 01/09/2025." The lawful monthly rent is due on the first day of each month.
11. Where rent is due on the first of the month, the rental period for each month runs from the first day of that month to the last day of that month. The "to" date on the N4 should accordingly fall on the last day of a month so that the Tenant can determine, without ambiguity, what is being claimed for the closing rental period. As the N4 is drafted, it is not clear whether the Landlord has included the September 2025 rent within the claimed \$9,891.64 or is treating September 2025 as falling outside the period claimed.
12. Because the rent period as stated does not align with a complete rental period and creates uncertainty as to the rent being claimed for the closing period, the N4 does not correctly set out the amount of rent owing for the period claimed, as required by section 59 of the Act.

13. The N4 is defective in two respects: it improperly re-claims arrears finally determined by LTB-L-057190-22, and it sets out a rent period that does not align with the monthly rental period. The Board cannot issue an order terminating the tenancy without a valid notice of termination. The Landlord did not, in the alternative, seek an order for arrears only. Therefore, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

May 12, 2026
Date Issued

Colin Elsby
Member, Landlord and Tenant Board

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