



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-012324-26

In the matter of: studio unit, 29 BISON DR
NORTH YORK ON M2R2Y1

Between: Barije Mertiri Landlord
Llukan Mertiri

And

Joan De Olmo Ynfante Tenant
Evelyn Mercedes Hacme Pichardo

Barije Mertiri and Llukan Mertiri (the 'Landlord') applied for an order to terminate the tenancy and evict Joan De Olmo Ynfante and Evelyn Mercedes Hacme Pichardo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 15, 2026.

The Landlords and the Tenants and the Tenant's Agent, Dashandeep Kaur Saini, attended the hearing.

Determinations:

1. At the hearing, the Tenant's Agent raised a preliminary issue that the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) was defective because it did not state the correct lawful rent.
2. At the commencement of the hearing, the parties disputed the amount that constituted lawful rent, with the Tenant saying it was \$1,500.00 and the Landlord saying it was \$1,400.00 with a \$100 parking fee removed. Under section 2(1) of the *Residential Tenancies Act, 2006* (the 'Act'), "rent" includes amounts required to be paid by a tenant for the right to occupy the rental unit and for any services and facilities provided in respect to that occupancy. Whether parking is included in the rent or is a separate amount for this service turns on the agreement between the parties. In some case, parking is included in the rent, while in others, it is a separate amount.
3. At the commencement of the hearing, the Tenant's Agent relied on the written lease, which was entered into evidence (Exhibit 1). The lease shows that the lawful monthly rent is \$1,500.00, itemized as \$1,400.00 for the rental unit and \$100.00 for parking to argue that the \$100.00 charge for parking should not be included in the lawful rent being charged.

The lease could reasonably be read both ways – either as including the parking in the total amount for rent paid or as it being intended to be a separate charge.

4. Pursuant to plain language of section 2(1) of the Act and the lease showing the lawful monthly rent as \$1,500.00, along with the testimony of the parties, I put it to the parties that it was my assessment that the rent included the parking amount but that it was simply broken. The parties ultimately agreed that the Tenant's lawful monthly rent is \$1,500.00.
5. Based on the testimony and the parties' ultimate agreement, I accept that the Tenant's lawful monthly rent is \$1,500.00, consisting of \$1,400.00 for the rental unit and \$100.00 for parking.
6. The N4 notice states that the Tenants monthly rent is \$1,400.00. However, based on the evidence before me, the Tenant's lawful monthly rent is \$1,500.00.
7. Section 59(2) of the Act requires the N4 notice of termination 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.
8. The N4 notice of termination issued by the Landlord did not correctly identify the monthly lawful rent as it excluded the \$100.00 parking charge. As such, I find the N4 notice of termination to be defective. The Board cannot evict the Tenants based on an invalid notice of termination. As a result, the request for an eviction order for rent arrears must be dismissed.
9. The Landlords were given the option to seek to amend the application for an order for rent arrears only, pursuant to section 87(1) of the Act.
10. The Landlords requested to amend the application for an order for rent arrears.
11. As of the hearing date, the Tenants were still in possession of the rental unit.
12. The lawful rent is \$1,500.00. It is due on the 18th day of each month.
13. The Tenants have paid \$1,500.00 to the Landlord since the application was filed.
14. The rent arrears owing to April 17, 2026 are \$3,000.00. This was not disputed by the Tenants.
15. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay to the Landlords \$3,186.00 for arrears of rent and costs owing to April 17, 2026.
2. If the Tenants does not pay the Landlord the full amount owing on or before June 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 7, 2026 at 4.00% annually on the balance outstanding.

May 26, 2026

Date Issued

Harpreet Rindi

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.