



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

File Number: LTB-L-009285-26

In the matter of: 604, 42 THORNCLIFFE PARK DR
EAST YORK ON M4H1K1

Between: MONTEREY PARK INC. Landlord

And

ASMA HUSSEIN Tenant

MONTEREY PARK INC. (the 'Landlord') applied for an order to terminate the tenancy and evict ASMA HUSSEIN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on April 22, 2026.

The Landlord's Agent, Morris Rozen, and the Landlord's Representative, Ashley Cassidy, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. 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.
4. The N4 Notice claims total arrears of \$2,096.96. The notice states that \$2,063.95 was owing for the period January 1, 2022 to December 31, 2025. It also states that \$33.01 was owing for the period January 1, 2026 to January 24, 2026.
5. I find that the N4 Notice does not clearly and accurately set out the rent arrears claimed. The N4 notice lists \$2,063.95 as the rent charged for the period January 1, 2022 to December 31, 2025. As per the rent ledger entered evidence (Exhibit 2) by the Landlord's

Representative, this amount is not the rent charged for this 48 month period. Furthermore, the second period listed on the N4 ends on January 24, 2026, where the correct end date would be January 31, 2026.

6. I find that the N4 notice is defective. A tenant must be able to determine from the N4 Notice how much rent is alleged to be owing and what amount must be paid to void the notice and preserve the tenancy. The N4 notice issued by the Landlord did not provide that clarity.
7. I also find that the Landlord did not prove the amount of rent arrears owing.
8. The application claimed arrears of \$2,096.96 for the period ending January 31, 2026.
9. The Landlord filed an update sheet reflecting three payments made by the Tenant after the application was filed, totalling \$6,029.92. The Landlords Representative submitted that additional rent for February, March, and April of \$1,355.00 per month has become due, for a total of \$4,065.00. The update sheet states total rent arrears of \$566.48.
10. I do not accept the Landlord's Representative's submission of \$566.48 in rental arrears. The figure is not supported by the application amounts and the update sheet entries on their face. The correct calculation, based on the rent and payment figures in evidence is as follows:

Arrears on Application	\$2,096.96
Plus: February 1, 2026 Rent	\$1,355.00
Plus: March 1, 2026 Rent	\$1,355.00
Plus: April 1, 2026 Rent	\$1,355.00
Subtotal:	\$6,161.96
Less: February 1, 2026 payment	\$1,321.99
Less: March 1, 2026 payment	\$1,321.99
Less: April 1, 2026 payment	\$3,385.94
Total Rent Arrears	\$132.04

11. The difference between \$132.04 and the update sheet figure of \$566.48 is \$434.44. The Landlord's Representative did not adequately explain this difference. The ledger that was submitted by the Landlord's Representative contains entries for items that are not rent, including NSF charges, administration fees, and court fees. Those entries cannot increase the rent arrears balance as they are not considered lawful rent. I have considered the substance of the Landlord's ledger, and I am not satisfied that the \$566.48 figure reflects only rent arrears.
12. Based on the N4 Notice, application, update sheet, ledger, and the evidence before me, I am not satisfied that the Landlord proved the amount of rent arrears owing.

13. This application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

May 27, 2026

Date Issued

Harpreet Rindi
Member, Landlord and Tenant Board

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