



Order under Section 69 Residential Tenancies Act, 2006

Citation: Catana v Pottie, 2026 ONLTB 42120

Date: 2026-05-27

File Number: LTB-L-017475-26

In the matter of: 6, 121 TUPPER CRES
KITCHENER ON N2B2Y2

Between: Emily Catana Landlords
Florin Catana
Dorina Catana

And

Brenda Pottie Tenant

Emily Catana, Florin Catana and Dorina Catana (the 'Landlords') applied for an order to terminate the tenancy and evict Brenda Pottie (the 'Tenant') because:

- the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for at least one year.

This application was heard by videoconference on May 26, 2026.

The Landlords, the Tenant's Legal Representative, Joel Yinger and the Tenant attended the hearing.

Preliminary Issue:

1. The Tenant's Legal Representative brought forward a preliminary issue in that the N12 notice of termination was not signed by the Landlord. He stated that the copy served to the Tenant in her mailbox and later under her door had no signature which was contrary to section 43(1) (c) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act").
2. I noted that the N12 notice uploaded on the portal did include a signature but he stated that despite requesting access to the portal, he still had no access.
3. I brought up another preliminary issue regarding the address of the rental unit. The address on the N12 notice stated "121 Tupper Crescent, Kitchener, ON." It did not include the unit number or the postal code.

4. The Landlord responded that the correct address was included on her application even though it was not set out completely on the notice.
5. Section 43 of the Act states that: (1) Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall, a) identify the rental unit for which the notice is given; b) state the date on which the tenancy is to terminate; and c) be signed by the person giving the notice, or the person's agent.”.
6. The applicable statutory notice provisions above are mandatory in nature and require strict compliance (*Re Bianchi et al. and Aguanno et al.* 1983 CanLII 1967 (ONSC). In *Re Bianchi*, supra, the termination date was not at the end of the term as mandatorily required by the Act, so the Divisional Court found the notice defective. Here, the identification of the rental unit is, similarly, a mandatory requirement of the Act
7. While the importance of proper identification of the unit is, in part, to ensure that eviction by the sheriff occurs only at the portion of the property that is the subject of the tenancy agreement, thereby ensuring another unit at the property is not affected by the eviction, there are other reasons for the mandatory requirement. For example, subsection 43(1) seeks to ensure that the tenant is given notice that her or his unit is subject to a request to terminate the tenancy and, where applicable, allow the tenant to void the notice. Further given what is at stake — that is, termination of a tenancy, the requirement that the unit be correctly identified, seeks to eliminate, or at least significantly reduce the possibility of confusion in the mind of the tenant.
8. As the Landlord did not identify the rental unit, I find that the notice is invalid for non-compliance with section 43 of the Act. As such, the Landlord cannot rely on this notice to terminate the tenancy.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenant shall return the compensation of \$941.00 to the Landlord within 7 days of the date of this order.

May 27, 2026
Date Issued

Carrie Bertrand
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.