



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

File Number: LTB-L-012522-26

In the matter of: 2206 CAYENNE ST
OSHAWA ON L1L0W7

Between: Vithusayni Paramanathan Landlord

And

Kesar Singh Dhaliwal Tenants
Jasvinder Kaur Dhaliwal
Gurcharan Singh Dhaliwal

Vithusayni Paramanathan (the 'Landlord') applied for an order to terminate the tenancy and evict Kesar Singh Dhaliwal, Jasvinder Kaur Dhaliwal and Gurcharan Singh Dhaliwal (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 21, 2026.

The Landlord's legal representative, Jing Julie Zhu, the Landlord and the Tenant, Kesar Singh Dhaliwal, on behalf of all Tenants attended the hearing.

Determinations:

Preliminary Issue

1. At the hearing, the Tenant submitted that the N4 Notice of Termination (the 'N4 Notice') was voided because he paid the full amount required to preserve the tenancy on December 29, 2025. The Tenant testified that, following that payment, no rent arrears remained owing to the Landlord.
2. The Landlord's legal representative acknowledged that the Tenant did not owe any rent arrears as of December 29, 2025. However, the Landlord argued that the N4 Notice was not voided because the payment was made after the termination date set out in the notice, namely December 25, 2025.
3. The Landlord's application, filed on February 9, 2026, reflected arrears that arose after the service of the N4 Notice and that the only arrears owing when the application was filed related to the rental period from February 1, 2026 to February 28, 2026.

4. I do not accept the Landlord's submission. Section 59(3) of the *Residential Tenancies Act, 2006* provides that an N4 notice is void if, before the landlord files an application with the Board based on that notice, the tenant pays the rent that is in arrears and any additional rent that has become due as of the date of payment. The provision does not require payment before the termination date specified in the notice. Rather, it requires that the arrears and any additional rent owing as of the date of payment be paid before the landlord files the application.
5. The evidence before me establishes that the Tenant paid the full amount required on December 29, 2025. The Landlord's representative acknowledged that no arrears remained owing after that payment. The Landlord did not file the application until February 9, 2026, more than one month after the arrears had been paid in full. Accordingly, the requirements of s. 59(3) were satisfied and the N4 Notice was voided on December 29, 2025.
6. The fact that new arrears may have accrued after the N4 Notice was voided does not revive the notice. Once an N4 Notice has been voided pursuant to s. 59(3), it can no longer form the basis of an application for termination and eviction. If subsequent arrears arise, the Landlord must serve a new notice in accordance with the *Act* before commencing an application based on those arrears. The application before the Board was based on an N4 Notice that had already been voided prior to the filing of the application.
7. For the reasons set out above, I find that the N4 Notice was void pursuant to s. 59(3) of the *Act*. As the application is based on a notice that was voided before the application was filed, the Board lacks jurisdiction to grant the relief sought and the application cannot proceed.
8. Following my ruling, the Landlord's legal representative sought and obtained instructions from the Landlord and requested permission to withdraw the application. I consented to the request.

It is ordered that:

1. The Landlord's application is withdrawn.

June 8, 2026
Date Issued

Christina Philp
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.