



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-013484-26

In the matter of: 220 MELODY LANE
WELLAND ON L3B0L2

Between: Pritpal Kaur Grewal Landlords
Amandeep Singh Daylal

And

Kizito Subika Tenants
Lysindra Ramocan

Pritpal Kaur Grewal and Amandeep Singh Daylal (the 'Landlords') applied for an order to terminate the tenancy and evict Kizito Subika and Lysindra Ramocan (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

Only the Landlords' legal representative, Navdeep Sarao and the Landlords attended the hearing.

As of 2:29 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

1. At the hearing, I raised an issue regarding the N4 Notice of Termination ('N4 Notice'), which identifies an amount owing of \$2,294.10. The N4 Notice indicates that this amount includes both monthly rent and charges related to a hot water tank rental.
2. The Landlord confirmed at the hearing that the monthly rent for the rental unit is \$2,245.00 and that the additional amount included in the N4 Notice relates to charges for a hot water tank rental.
3. Section 59 of the *Residential Tenancies Act, 2006* (the 'Act') permits a landlord to serve an N4 Notice only in respect of rent arrears. Charges that do not constitute rent within the meaning of the *Act*, including separate equipment rental charges, cannot properly be included in an N4 Notice unless they form part of the lawful rent payable under the tenancy agreement.

4. In this case, the N4 Notice combines the monthly rent with an additional charge for a hot water tank rental, resulting in an inflated arrears amount that does not accurately reflect rent owing under the tenancy. The evidence before me confirms that the lawful monthly rent is \$2,245.00.
5. As a result, the N4 Notice does not correctly identify the rent arrears owing and includes amounts that are not properly recoverable through an N4 Notice. I therefore find that the N4 Notice does not comply with the requirements of s. 59 of the *Act* and is defective.
6. As the N4 Notice is defective, it cannot support an order terminating the tenancy. As a result of the above determination, the Landlords' legal representative requested to withdraw the application, and I consented to the request.

It is ordered that:

1. The Landlords' application is withdrawn.

June 9, 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.