



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-021686-26

In the matter of: 17 BERRYFIELD WAY
BRAMPTON ON L6R0Y2

Between: Baljit Dhaliwal Landlord

and

Karandeep Singh Tenant

Baljit Dhaliwal (the 'Landlord') applied for an order to terminate the tenancy and evict Karandeep Singh (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 20, 2026.

Only the Landlord attended the hearing.

As of 2:09 p.m., the Tenant was 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 Landlord's evidence.

Determinations:

1. The Landlord gave the Tenant a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) on November 15, 2025.
2. The lawful rent is due on the 1st day of each month.
3. The N4 Notice showed rent owing for each of August, September, and October 2025. The N4 Notice did not indicate any rent owing for November 2025.
4. The Landlord testified she did not include rent for November on the N4 Notice because the Tenant said he would pay, and she also thought she could just deduct the last month's rent deposit.
5. Where a tenant has not paid rent owing, a landlord may serve a N4 Notice. Subsections 59(2) and (3) of the *Residential Tenancies Act, 2006* (the 'RTA') provide:

59(2) The notice of termination shall 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.

(3) The notice of termination is void if, before the day the landlord applies to the Board for an order terminating the tenancy and evicting the tenant based on the notice, the tenant pays,

(a) the rent that is in arrears under the tenancy agreement; and

(b) the additional rent that would have been due under the tenancy agreement as at the date of payment by the tenant had notice of termination not been given.

[Underlining added]

6. The requirement to set out the amount of rent owing on a N4 Notice is mandatory under subsection 59(2) of the RTA. Without this a tenant is not made aware of how much they are to pay in order to void the N4 Notice and preserve the tenancy.
7. Under section 212 of the RTA, substantial compliance with the contents of a notice is sufficient. However, a notice can only be found to be substantially compliant where the error in the contents of the notice does not significantly prejudice a party's ability to participate in a proceeding under this Act.
8. I find not knowing what must be paid to void an N4 Notice deprives a tenant of one of the fundamental purposes of providing reasons in a N4 Notice – to be able to consider whether to comply – and substantially prejudices their ability to participate in the proceeding [See *Ball v. Metro Capital*, [2002] O.J. No. 5931 (Div. Ct.)]
9. That said, I recognise there are circumstances where a N4 Notice may be found to be valid even where the amount indicated as owing is lower than what may actually be owed. These may include where a landlord waives amounts sought or when a last month's rent has erroneously already been applied. However, here the Landlord indicated she still intended to collect November's rent either through anticipated direct payment or future application of the last month's rent deposit. This also accorded with the Landlord's L1 Application filed in March 2026, where the rent claimed owing up to March 31, 2026, included November 2025, and indicated a last month's rent deposit was still being held.
10. Therefore, in the absence of the Tenant being present to provide evidence that would support finding they were not substantially prejudiced or waive any prejudice, I find the Tenant was placed in a position where they did know what they needed to pay in order to void the N4 Notice and their ability to participate in the proceeding was substantially prejudiced.
11. As a result, I found the N4 Notice was invalid. In the above circumstances, the Landlord elected to withdraw their application.

It is ordered that:

1. The Landlord's application is dismissed.

June 10, 2026

Date Issued

Rebecca Case

Vice Chair, 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.