



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-026442-26

In the matter of: Upper, 29 CONSTELLATION CRES
RICHMOND HILL ON L4C8J8

Between: Brooke Homes Inc. Landlord

And

Anahita Nadimi Tenants
Amirhossein Dianat

Brooke Homes Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Anahita Nadimi and Amirhossein Dianat (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 3, 2026.

The Landlord's representative Mojgan Ghaznavi and the Tenants legal representative Majid Nikouei attended the hearing.

Determinations:

1. For clarity, the Landlord's N4 notice of termination, dated March 2, 2026 claims arrears owing by the Tenants in the amount of \$39,200.00. The chart on page 2 of the notice provides scant information about the arrears claimed from February 1, 2025 to March 1, 2026.
2. The Landlord said that rent is due on the first of each month.
3. Despite being put on notice during preamble, the Landlord did not provide the required L1/L9 update sheet prior to the hearing, making reconciliation difficult.
4. The Tenants' representative said that he was recently retained and not familiar with the file. He initially requested to adjourn the matter. However, in light of the defective N4 notice, I opted to proceed on the preliminary issue.
5. As discussed at the hearing, the requirements the N4 must meet in terms of setting out the amount of rent owing are set out in s. 59(2) of the Act. It states: "The notice of termination shall set out the amount of rent due and shall specify that the Tenants 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 Tenants.”

6. Additionally, s.43 of the Act requires that the notice contain specifics. In this case, the specifics are related to the rent owing and the rental period.
7. The Landlord’s N4 notice claims a rental period that is not consistent with the terms of the lease. The rental period claimed in the N4 does not clearly state the end of the rental period, meaning the end of the month. Rather, the rental period noted runs to the first of the following month.
8. As a result of these errors, the Landlord’s N4 does not set out the correct details respecting the termination of the tenancy and therefore does not comply with s.43(2) of the Act. Accordingly, I find that the N4 is defective and I am unable to consider a termination of the tenancy pursuant to s.69(1) of the Act.
9. The matter was stood down to allow the Landlord an opportunity to consider their options. When the matter resumed, the Landlord requested to withdraw their application.
10. In accordance with subsection 200(4) of the Act, I consent to the withdrawal of the application.

It is ordered that:

1. The Landlord's application is dismissed.

June 8, 2026
Date Issued

Dana Wren
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.