



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: Sustac-Roman v Khashaeibia, 2026 ONLTB 26831

Date: 2026-06-08

File Number: LTB-L-005236-26

In the matter of: 708, 2756 OLD LESLIE ST
NORTH YORK ON M2K0E2

Between: Daniel Sorin Sustac-Roman Landlord

And

Mohammadreza Khashaeibia Tenants
Zahra Mohammadnia Mayami

Daniel Sorin Sustac-Roman (the 'Landlord') applied for an order requiring Mohammadreza Khashaeibia and Zahra Mohammadnia Mayami (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on March 24, 2026.

Only the Landlord, and the Landlord's Support, Zhijing Wen, attended the hearing.

As of 1:59 p.m., the Tenants were 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:

Validity of the N4

1. The N4 Notice of Termination ("N4 Notice") the Landlord served the Tenants indicates a rental period from November 1, 2025, to November 30, 2025, and December 1, 2025 to December 30, 2025. However, at the hearing, the Landlord indicated that the rent was actually due on the 30th of each month and therefore the rental periods were the 30th of one month to the 29th of the next month. And the arrears being sought were actually for the periods of November 30, 2025, to December 29, 2025, and December 30, 2025, to January 29, 2026. The N4 notice therefore incorrectly states the rental period.
2. A N4 notice must correctly state both the rent charged and the rental period for which the rent is charged. A mistake in either of these will call into question the amount of rent due

for the rental period stated. Subsection 59(2) of the *Residential Tenancies Act*, 2006 (the 'Act') provides that "the notice of termination shall set out the amount of rent due and shall specify that the Tenants may void 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 of the Tenants." Therefore, the content of the notice must be certain and unambiguous to allow the Tenants to know at the time of service what the correct rent charged and the correct rent owing should be for a specific period, to avoid the termination of the tenancy.

3. In this case the content of the N4 notice is not certain and unambiguous; it is unclear what period of time the N4 is claiming arrears for.
4. Section 212(2) of the Act provides that an error in the contents of a form will still be substantially compliant with the Act as long as the error does not significantly prejudice a party's ability to participate in the proceeding.
5. Here, I am not satisfied that the N4 notice substantially complies as the periods stated in the notice are completely different than what the rental period actually is and therefore are completely different rental periods.
6. Therefore, I determined that the N4 notice was invalid.
7. Because the Board is unable to issue an order for eviction based on an invalid notice, the Landlord was offered the choice of proceeding with the L1 application based on a request for the arrears only or withdrawing the application. The Landlord chose to proceed on the basis of an application for arrears only.

Amending the Application

8. The Landlord also sought to amend the application as the application also reflected the same period as the N4 notice, November 1, 2025, to November 30, 2025, and December 1, 2025, to December 30, 2025. The Landlord clarified that the arrears was for the period of November 30 to December 29, 2025, and December 30, 2025, to January 29, 2026.
9. The Landlord indicated that there had been multiple conversations with the Tenants about the amount owing and the Tenants were aware of when rent was due and how much was owing.
10. I am satisfied that the amendment is appropriate as it is the proper reflection of the rental periods, and I am satisfied based on the uncontested evidence of the Landlord that the Tenants were aware of which periods were in arrears. The amendment does not change the amount owing from the application, just the period. I am also satisfied that this amendment is an efficient use of Board resources.

The amount owing

11. As of the hearing date, the Tenants were still in possession of the rental unit.
12. The Tenants did not pay the total rent they were required to pay for the period from November 30, 2025, to March 29, 2026.

13. The lawful rent is \$1,938.00. It is due on the 30th day of each month.
14. The Tenants have not made any payments since the application was filed.
15. The rent arrears owing to March 30, 2026, are \$7,752.00.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay to the Landlord \$7,938.00. This amount includes rent arrears owing up to March 29, 2026, and the cost of the application.
2. If the Tenants does not pay the Landlord the full amount owing on or before June 19, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 20, 2026, at 4.00% annually on the balance outstanding.

June 8, 2026
Date Issued

Nicole Pedron
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.