



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

File Number: LTB-L-025424-26

In the matter of: 116 POPLAR CRT
LONDON ON N6E2X5

Between: Sinh Nguyen Landlords
Bich Ngoc Le

And

Brandy Waugh Tenant

Sinh Nguyen and Bich Ngoc Le (the 'Landlords') applied for an order to terminate the tenancy and evict Brandy Waugh (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 1, 2026. The Landlord, Bich Ngoc Le, the Landlords' Agent, Hong Minh Michael Nguyen, and the Tenant attended the hearing.

Determinations:

N4 Notice Invalid

1. According to the Certificate of Service filed with the Board, the Landlords served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) on March 6, 2026, by regular mail. This means that the N4 Notice was deemed served on March 11, 2026. The termination date specified in the N4 Notice is March 20, 2026.
2. The N4 Notice claimed that the monthly rent for March 2026 of \$2,700.00 had not been paid.
3. Subsection 59(1) (b) of the *Residential Tenancies Act, 2006* (the 'Act') states that if a tenant fails to pay rent lawfully owing under a tenancy agreement, the landlord may give the tenant notice of termination of the tenancy effective not earlier than the 14th day after the notice is given.
4. In this case, the Tenant was only given 10 days notice, which is contrary to subsection 59(1) (b) of the Act. The Act does not provide the Board with the ability or discretion to alter the time requirements related to notices of termination.

5. As the N4 Notice did not comply with the Act, I found it to be defective.
6. The Board cannot terminate a tenancy based on a defective notice of termination. In light of this, the Landlords were given the option of either withdrawing the application or proceeding with the application to obtain an order for arrears only. The Landlords chose the later.

The Arrears

7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$2,700.00. It is due on the 1st day of each month.
9. The Tenant paid the Landlords \$2,500.00 since the application was filed.
10. The rent arrears owing to June 30, 2026 are \$8,300.00.
11. The Landlords incurred costs of \$186.00 to file the application and are entitled to reimbursement of these costs.
12. Accordingly, the total amount owing by the Tenant to the Landlords is \$8,486.00. This was not disputed by the Tenant.
13. It was the Tenant's evidence that she had difficulty paying the rent because she lost her job. To assist her in paying the arrears and staying current with her rent, the Tenant stated that she had just moved her father in, who will be paying the rent, and she has applied for emergency housing benefits to help pay off the arrears.
14. The Tenant requested a payment plan where she would pay the rent in full on the 1st of each month and pay \$200.00 per month toward the arrears.
15. The Landlords were opposed to a payment plan as the Tenant had made promises to pay in the past and did not follow through.
16. As explained at the hearing, the consequence to the Tenant if she does not pay the amount ordered is not eviction. Rather, the only consequence that will flow from failure to pay is interest accruing on the balance. The Landlord has not received consistent payments in several months and it unclear why the Tenant did not apply for emergency housing funding sooner.
17. For these reasons, I do not find it appropriate in the circumstances to grant a payment plan. However, the Tenant will be given 30 days, as opposed to the standard 11 days, to pay the balance in full before interest will start to accrue.

It is ordered that:

1. The Tenant shall pay to the Landlords \$8,486.00. This amount includes rent arrears owing up to June 30, 2026 and costs.

2. If the Tenant does not pay the Landlords the full amount owing on or before July 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 17, 2026 at 4.00% annually on the balance outstanding.

June 16, 2026
Date Issued

Rachel Gibbons
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.