



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

File Number: LTB-L-019127-26

In the matter of: 24, 1764 RATHBURN RD E
MISSISSAUGA ON L4W2N8

Between: Minh Vu Nguyen Landlord

And

Tieng Thi Lam Tenant

Minh Vu Nguyen (the 'Landlord') applied for an order to terminate the tenancy and evict Tieng Thi Lam (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 11, 2026.

The Landlord and the Landlord's Legal Representative Scott McAllister and the Tenant and the Tenant's Legal Representative Moezzam Alvi attended the hearing.

Determinations:

1. At the hearing the Tenant's Legal Representative challenged the validity of the N4 Notice of Termination on the basis that the N4 uploaded to the Tribunals Ontario Portal when the Application was filed was unsigned. He indicated that while the Landlord had uploaded another signed N4 Notice on May 4, 2026, this was never served on the Tenant.
2. The Tenant's Legal Representative also indicated that the 1st rental period in the rent owing chart in the N4 Notice of Termination indicates that the rental period runs from May 15, 2024, to May 31, 2024, while all other rental periods run from the 1st of the month to the last day of the month.
3. The Tenant's Legal Representative directed me to LTB-L-105171-25, which was an order based on a prior L1 Application brought by the Landlord with respect to this rental unit. That order states at paragraphs 4-6:

That said, in reviewing the Own Use Application, I noted that the termination date in the N12 notice of termination was the end of the month. This would mean that the rent is due on the 1st of the month and not the 15th of each month as set out in the Landlord's Notice to End Tenancy Early for Non-payment of Rent (N4 Notice), which was the basis for the eviction application before me.

The Landlord's Legal Representative submitted that rent was due on the 15th day of each month as it coincided with when the Landlord took ownership of the property and assumed the Tenant. As explained at the hearing, section 18 of the Act states that covenants run with the land. The rental period in the tenancy does not change simply because there is a new owner.

The N4 Notice is a voidable notice, in light of this, the correct details such as the rental periods and amounts owing must be included in the notice so as not to deprive the Tenant the opportunity to void the N4 Notice. Accordingly, I found the N4 Notice to be defective.

4. Therefore, the Tenant's Legal Representative submits that the N4 before me is also defective as it contains an incorrect rental period.
5. The Landlord's Legal Representative explained that it was determined in LTB-L-105171-25 that the rental period was from the first day of the month to the last day of the month, however the Landlord took possession of the rental unit on the 15th which is why the N4 prorates the first line on the rent owing chart from the 15th of May to the 31st of May 2026.
6. He explained that this N4 differs from the N4 in the prior proceeding LTB-L-105171-25 because in that case the rental period was indicated as from the 15th of the month to the 14th of the month.

Analysis

7. The Divisional Court of Ontario has held that an unsigned Notice of Termination may be valid, so long as the landlord's name is shown (*Darraugh Construction and Investment Ltd. v. Cain* (1988), 30 O.A.C. 1)
8. The Landlord's Legal Representative indicated that the correct N4 was served to the Tenant by mail. However, he had uploaded the unsigned N4 in error and later upload the signed N4 when he became aware of this.
9. Additionally, even if the N4 were invalid because it is unsigned I find that the Notice can be saved by Section 212 of the Act which states:

212 (1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient. 2006, c. 17, s. 212.

When error still constitutes substantial compliance

(2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act. 2024, c. 28, Sched. 24, s. 1.

10. I am not satisfied that the Tenant's Legal Representative has articulated any prejudice that would impact the Tenant's ability to participate in this proceeding as a result of the unsigned N4 Notice of Termination.
11. However, with respect to the rental period I am satisfied that the N4 Notice of Termination is invalid. I note that as determined in LTB-L-105171-25 the rental period is the first of the

month to the last of the month, and covenants run with the land. The Landlord has not introduced or relied on any documentation which would suggest that they were entitled to claim one half month of rent for the month of May 2026, and I note that the arrears claimed for this period would have come due May 1, 2026 before the property was transferred to the Landlord. Additionally as the Member in LTB-L-105171-25 noted The rental period in the tenancy does not change simply because there is a new owner. Therefore, I find that the N4 is defective.

12. As this error clearly impacts the Tenant's ability to void the N4 Notice of Termination by paying the arrears claimed, I am satisfied that it prejudices the Tenant and find that this error is not saved by Section 212 of the Act.
13. The Landlord's Legal Representative was given the option of proceeding with the application for an order for arrears only or to withdraw the application. The Landlord's Legal Representative requested to withdraw the application, and I consented to the request.

It is ordered that:

1. The Landlord's Application is withdrawn.

June 11, 2026
Date Issued

Reid Jackson
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.