



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

File Number: LTB-L-016886-26

In the matter of: 101, 3580 SEMINOLE ST
WINDSOR ON N8Y1Y2

Between: Meddco Properties Inc. Landlord

And

Christine Sennema Tenant

Meddco Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Christine Sennema (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 13, 2026.

The Landlord's representative, Charlotte Williams, and the Tenant attended the hearing.

Determinations:

1. On February 5, 2026, the Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent ('N4 Notice') with a termination date of February 19, 2026. The N4 Notice states as follows:
2. Subsection 59(2) of the *Residential Tenancies Act*, 2006 (the 'Act') sets out requirements for the contents of an N4 Notice. This section reads as follows:
3. 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.

4. A notice of termination which is incorrect or does not comply with the mandatory content requirements of the Act is void and cannot be amended or corrected (*George V Apartments Ltd. V. Cobb*, [2002] O.J. No. 5981 (Ont. Div. Ct.)).
5. The Board issued discontinuance order LTB-L-101105-23 on May 15, 2024. The amount ordered in said order includes arrears owing up to May 31, 2024. For the Landlord to include any of those arrears on a subsequent N4 Notice or application would be res judicata.
6. An issue is res judicata if it has already been settled by a prior order. It stops a party from being able to seek another order on the same issue.
7. In this case it is clear that some of the arrears alleged on the N4 Notice was included in the prior application. The Landlord served the N4 Notice on February 5, 2026. Since LTB-L-101105-23 discontinued arrears up to May 31, 2024, the Landlord can claim arrears starting from June 1, 2024, on the N4 Notice. The Landlord's N4 Notice claims \$6,448.57 from the period of July 1, 2022, to February 28, 2026. These incorrect pleadings of arrears would render the N4 Notice invalid.
8. After I delivered my decision about the invalidity of the N4 Notice at the hearing, the Landlord sought a dismissal of this application instead of proceeding for arrears only.
9. Based on the above, I find that the Landlord's Notice of Termination was invalid.
10. As the Landlord claimed an incorrect monthly rent amount and therefore an incorrect amount of rent owing on the N4 the Notice of Termination, the application for termination of the tenancy and eviction of the Tenant must be dismissed.

It is ordered that:

1. The L1 application is dismissed.

June 10, 2026
Date Issued

Vinuri Sivalingam
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.