



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2714962 ONTARIO LTD. v AGATE, 2026 ONLTB 46290

Date: 2026-06-15

File Number: LTB-L-055831-25

In the matter of: 108, 2353 HURONTARIO ST
MISSISSAUGA ON L5A2E8

Between: 2714962 ONTARIO LTD.

Landlord

And

FITZROY AGATE
SUSAN HAREWOOD

Tenant

2714962 ONTARIO LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict FITZROY AGATE and SUSAN HAREWOOD (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard in parts by videoconference on September 18, 2025, and April 22, 2026.

The Landlord's Agent, Justin Perkell, and the Tenant, Susan Harewood, and the Tenant's Legal Representative, Moezzam Alvi, attended the hearing on both dates.

The Landlord's Legal Representative, Heather Butt, attended the hearing on September 18, 2025.

The Landlord's Legal Representative, Elizabeth Chea, the Landlord's Witness, Myra Sacobo, attended the hearing on April 22, 2026.

Determinations:

1. The Landlord's application is dismissed for the reasons below.
2. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4). This notice specifies that a total of \$2,891.26 are owing from the period of January 1, 2020 to June 30, 2025, broken down as follows:

3. This unit was subject to an order for an above guideline rent increase, issued January 29, 2025, (the "AGI Order"). The Tenant did not pay any portion of the above guideline rent increase while it was under consideration by the Board, and this resulted in rent arrears once the AGI Order was issued and the amounts owing were reconciled. Pursuant to this, the Landlord served the N4.
4. The Tenant submitted that the N4 is confusing on its face, as it is unclear the basis for the calculations provided.
5. The Landlord submits that the N4 and rent amounts are clear on their face, and further that the Tenant would be aware of the amounts they were owed pursuant to the N1 Notices of Rent Increase they were served, accompanying letters provided explaining both the guideline rent amounts and AGI claimed rent amounts, and the reconciliation letter dated March 11, 2025 provided to the Tenant following the AGI Order being issued.
6. I note however that the amounts listed in the N1 Notices of Rent Increase and the letters provided by the Landlord do not fully accord with the amount approved by the AGI Order, and therefore the amount that retroactively became the lawful rent for certain periods covered by the N4. This is a usual part of the above guideline rent increase process and can occur where a landlord applies for a higher rent increase than is ultimately granted.
7. I further note that the reconciliation letter does not provide a breakdown of this, or attach a ledger. The N4 also does not provide a further breakdown of this or attach a ledger. Other than the total owing, the above captioned chart from the N4 is the best breakdown the Tenant has as to what amounts were charged for each time period.
8. The contents of the notice must be certain and unambiguous to allow the Tenant to know at the time of service the correct rent charged, and what the correct rent owing should be for a specific period, to avoid the termination of the tenancy. This includes that a Tenant must be able to surmise without great difficulty how the Landlord arrived at the amount they are being told that they owe.
9. In this case, it is impossible to know what amount is being charged for what period without an in depth understanding of the above guideline increase process, copies of the N1 Notices of Increase, and the AGI Order. These had to be reviewed carefully in the hearing, and calculations made for me to be satisfied as to what the correct monthly rental amounts were.

10. The N4 is not clear on its face as to what rent is being charged for any particular time period, and the Tenant is not in a position to simply divide by the number of months to get a monthly rent amount given the time periods are lumped together and cover multiple years where different rent amounts were being charged.
11. The Tenant was never given a yearly breakdown of what the rental amount was for each year following the issuance of the AGI Order, and the amounts did not match the amounts listed in the letters provided over the years with the N1 notices of rent increase. The reconciliation letter only provides a total owing, and not a yearly breakdown. It is unrealistic to expect the Tenant to know the case to meet in respect to the rent arrears without this information.
12. The legal principles of fairness and natural justice demand that a party has a right to know the case against them and that they be provided sufficient details of the issues to determine whether to defend the claim, and this applies to the content of a notice of termination.
13. While the Landlord submitted that given there are only 3 lines on the Board's N4 form, lumping these time periods together is the only way to fill in the form, I do not accept that this alleviates the requirements of procedural fairness identified above. It is common for landlords to attach schedules, ledgers, or letters to notices of termination to provide further explanation and clarity in respect of the notices of termination where the restrictions of the form do not allow sufficient space to do so. Further, my findings in respect to the clarity in the N4 may have been different had the Landlord at any point provided the Tenant with a breakdown of what the yearly rent charged was following the issuance of the AGI Order actually was.
14. The Landlord did not do so until this matter was reviewed in the course of the hearing. As such, I find that the contents of the N4 notice are not certain and unambiguous. Therefore, I find that the N4 notice is invalid.
15. The Landlord submitted that if I were to find the N4 notice to be invalid that the application should be dismissed rather than an arrears only order granted. I see no basis not to grant this request.

It is ordered that:

1. The Landlord's application is dismissed.

June 15, 2026
Date Issued

Benjamin Seigel
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.