



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

File Number: LTB-L-034568-26

In the matter of: 711, 2545 SIMCOE ST N
OSHAWA ON L1L0W3

Between: Richard Pillai Landlord

And

Elisa Estrefi Tenant

Richard Pillai (the 'Landlord') applied for an order to terminate the tenancy and evict Elisa Estrefi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 9, 2026.

The Landlord and the Tenant attended the hearing.

The Tenant spoke to Tenant Duty Counsel prior to the hearing:

Preliminary Issue:

1. At the hearing the Tenant raised a preliminary issue that she was never served the N4 notice and the date the N4 notice was signed was after the date on the Certificate of Service where the Landlord alleges that the N4 was served.
2. The N4 was signed and dated by the Landlord on March 4, 2026.
3. The Certificate of Service states the Landlord served the N4 by placing it under the door of the rental unit or through a mail slot in the door on March 3, 2026.
4. The Tenant provided a video showing there is no mail slot on the door of the rental unit and that it was not possible to slide paperwork under the door. DOC-8074716.
5. The Landlord stated he served the N4 on March 4, 2026; by sliding it in the side of the rental unit door and he had made a mistake with the date on the Certificate of Service, and it should have read March 4, 2026.
6. The Landlord provided a photograph that was taken on March 4, 2026, that shows what appears to be a white envelope sticking out the side of the door at the rental unit. He

states he was able to slide this envelope through the door enough so he could not see the end of the envelope.

7. The Landlord bears the burden of proof, on a balance of probabilities that the N4 notice was served on the Tenant. The Landlord relied on a photograph of evidence of service; however, the photograph depicts only a plain white envelope. The contents of the envelope cannot be seen and there is no identifying information visible in the photograph that would allow the Board to conclude that the envelope contained the N4 notice.
8. Further, the Landlord's evidence regarding service was inconsistent. The Certificate of Service bears a date that is not consistent with the date on which the N4 notice was signed. The Certificate of Service states it was served on March 3, 2026, which is a day before the N4 was signed. The Landlord testified the discrepancy was the result of an error. However, I find the Certificate of Service is a signed document prepared for the purpose of recording service. In the absence of corroborating evidence explaining the discrepancy, I place greater weight on the signed content of the Certificate of Service than on the Landlord's subsequent explanation.
9. This inconsistency raises concerns regarding the liability of the Landlord's evidence about service. When considered together with the fact that the photograph submitted by the Landlord depicts only a plain white envelope and does not establish that the envelope contained the N4 notice, I am not satisfied on a balance of probabilities that the N4 notice was served on the Tenant.
10. The Landlord may serve a new N4 notice to the Tenant and was reminded of the different methods of service available to the Landlord on the Certificate of Service.

It is ordered that:

1. The Landlord's application is dismissed.

June 18, 2026
Date Issued

Trish Carson
Member, Landlord and Tenant Board

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