



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-026444-26

In the matter of: 175 BINDER TWINE TRAIL
BRAMPTON, ON L6X 4T7

Between:	Ijeoma Anele	Landlord
	and	
	Francis Edi	Tenant

Ijeoma Anele (the 'Landlord') applied for an order to terminate the tenancy and evict Francis Edi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 3, 2026.

The Landlord and her representative, Vengayi Kanyere, attended the hearing.

As of 11:55 a.m., the Tenant was not present, nor represented at the hearing, although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Validity of the Notice

1. For the reasons provided below, I find the N4 notice to be invalid. I say this because the N4 Notice dated March 5, 2026, that was served upon the Tenants was not an accurate statement of the outstanding arrears at the time it was served.
2. The lawful rent is \$3,400.00. It is due on the 1st day of each month.
3. The Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) lists the rental periods of May 2025, January 2026 and February 1, 2026 to March 31, 2026.
4. The only rental period that appears to be correct on the notice is May 1, 2025 to May 31, 2025, which set out rent charged of \$3,400.00, rent paid is \$2,400.00 and rent owing is \$1,000.00. The remaining two rows on the N4 notice provides the Tenant inaccurate information with respect to the rent period, rent charged and rent owed. With respect to January 2026, the N4 Notice indicates that rent charged for that month is \$6800.00, which is double the actual monthly rent. With respect to the period February 1, 2026 to March 31, 2026, the N4 Notice indicates that rent charged for those two months is \$10,200.00 whereas it should be \$6,800.00.

5. Subsection 59(2) of the *Residential Tenancies Act, 2006* ('the Act') sets out the requirements of the content of the N4 Notice:

"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."

6. In this case, the notice is in direct contravention of s. 59(2) which requires an accurate calculation of the amount of rent due. The Landlord's failure to provide the Tenant with a valid N4 Notice effectively removes the Tenant's ability to understand the Landlord's rent arrears allegations or void the notice. I also find that the N4 Notice does not substantially comply with the Act's requirements.
7. Similarly, the L1 Application does not provide the Tenant with accurate information with respect to the rent period, rent charged and rent owed.
8. The L1 Application filed does not list any calculations, and the amended L1 application filed by the Landlord does not include the rental period of October 2025.
9. At the hearing, the Landlord was presented with the option to proceed for arrears only for the periods reflected, with no possibility of termination of the tenancy for this money in the event I found the N4 Notice to be invalid, or to have the application dismissed without prejudice to begin the process again. The Landlord indicated a preference for the latter.

It is ordered that:

1. The Landlords' application is dismissed without prejudice.

June 15, 2026
Date Issued

Adeela Alvez
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.