



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

File Number: LTB-L-027828-26

In the matter of: UNIT 4002, 2191 YONGE STREET
TORONTO ON M4S3H8

Between: Kam San Simon Kenneth Lin Landlord

And

Rania Mohamed Tenants
Mohamed Mohamed

Kam San Simon Kenneth Lin (the 'Landlord') applied for an order to terminate the tenancy and evict Rania Mohamed and Mohamed Mohamed (the 'Tenants') because the Tenants did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 8, 2026.

The Landlord and the Tenant Rania Mohamed attended the hearing. The Landlord was represented by Jie Situ a licensed paralegal.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit. The lawful rent for the unit was \$3,220.00. It was due on the 1st day of each month.
3. The parties were not in agreement about the lawful rent during the period of alleged arrears. There was a fire in the rental unit which began on the balcony and spread to the unit. The Landlord and the Tenant came to an agreement as to a percentage of rent rebate because portions of the unit were unusable for a period of time. The Tenant's position is that she has been paying lawful rent in the agreed upon percentage of \$1320.00 per month.
4. The Landlord's position is that the agreement between the parties is void because he recently discovered that the fire was actually set by the Tenant's brother. The Landlord maintains that he did not have the proper information to make an informed decision when

he agreed to a rent reduction and that the agreement regarding an abatement is void now that he knows that the fire was caused by the Tenant's brother.

5. The Tenant provided correspondence between the parties in the form of DOC 8101651 and specifically page 9 in which she references and attaches the Fire Report.
6. Even if the parties were in agreement as to the amount of the rebate, they are not in agreement as to the date on which the repairs to the unit were complete and the date on which the regular monthly rent would be re-instated.
7. The Landlord did not attach a rent ledger to the N4 Notice making it impossible for the Tenant to determine when, in the Landlord's view, full rent was again owing. Without this ledger, and with only a bald figure of rent owing in the N4 it is not possible for the Tenant to have known during which months the Landlord was claiming partial or full rent and accordingly she was not able to know the case she was to meet in terms of rent arrears.
8. The N4 Notice is deficient because it does not provide the Tenant with sufficient reasons and details as required by section 43(2) of the *Residential Tenancies Act, 2006* (RTA). The merits of the Landlord's application cannot be considered with a valid notice of termination.

It is ordered that:

1. The Landlord's application is dismissed without prejudice, and the LTB file is closed.

June 18, 2026
Date Issued

Christina Budweth
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.