



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2346549 Ontario Inc. v MURRAY, 2026 ONLTB 47826

Date: 2026-06-18

File Number: LTB-L-026438-26

In the matter of: Unit C, 82 SANFORD ST
BARRIE ON L4N3C5

Between: 2346549 ONTARIO INC. Landlord

And

ALYSSA MURRAY Tenant

2346549 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Alyssa Murray (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 2, 2026.

The Landlord's Agent, Yoon Young Chung, and the Tenant, and her Authorized Agent, Wayne Murray, attended the hearing.

Determinations:

N4 Notice of Termination is invalid.

1. The N4 Notice of Termination ("N4 notice") the Landlord served the Tenant indicates a rental period from January 1, 2025, to December 31, 2026, (12 months) for which \$470.64 arrears were sought by the Landlord. As a preliminary matter we raised to the Landlord there may be an issue with the N4 notice.
2. The Landlord's Agent testified that as of the date the N4 was issued the total amount of arrears was only \$431.64 and the notice included amounts that were due for January 2026. The amount of \$470.64 claimed on the N4 notice is more than the Landlord could have lawfully charged during the rental period on the N4 notice.
3. As such, we find the N4 notice is invalid. A N4 notice must correctly state both the rent charged and the rental period for which the rent is charged. A mistake in either of these will call into question the amount of rent due for the rental period stated. Subsection 59(2) of the *Residential Tenancies Act*, 2006 (the 'Act') provides that "the notice of termination shall set out the amount of rent due and shall specify that the Tenant may void 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 of the Tenant.” Therefore, the content of the notice must be certain and unambiguous to allow the Tenant to know at the time of service what the correct rent charged and the correct rent owing should be for a specific period, to avoid the termination of the tenancy.

4. In this case the content of the N4 is not certain and unambiguous. Here, the Landlord included amounts not yet due on the N4 notice and by the Landlord’s Agent’s own admission the amounts claimed on the N4 notice were not the correct amounts, therefore the Tenant would not have been able to correctly identify the proper amount to pay to void the N4 notice.
5. Because the Board is unable to issue an order for eviction based on an invalid notice, the Landlord’s Agent was offered the choice of proceeding with the L1 application based on a request for the arrears only or withdrawing the application. The Landlord’s Agent requested we proceed based on an application for arrears only.

The Amount of Rent Arrears Owing

6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The parties agreed the lawful rent is due on the 1st day of each month.
8. The parties disagree as to what the current lawful rent was. The parties agreed there was a lawful rent increase on January 1, 2024, and since January 2024, the Tenant has paid the 2024 increase of \$1,586.25 each month up to the date of the hearing.
9. The Landlord’s Agent provided that there were two subsequent rent increases: one on February 1, 2025, and one on April 1, 2026
10. Rent may only increase in accordance with the Act. There was no evidence or submissions that the attempted increases were anything other than rent increases done under section 120 of the Act - also known as the annual guideline increase.
11. The Landlord’s Agent testified that he served the Notice of Rent Increase (“N1 notice”) sometime in September 2024. We are not satisfied that the 2025 N1 notice was valid for two reasons. First, we are not satisfied that the Landlord served the N1 notice in 2024 as required by section 116(1) and 116(4) of the Act, which states:

Notice of rent increase required

116 (1) A landlord shall not increase the rent charged to a tenant for a rental unit without first giving the tenant at least 90 days written notice of the landlord’s intention to do so

Increase void without notice

116 (4) An increase in rent is void if the landlord has not given the notice required by this section, and the landlord must give a new notice before the landlord can take the increase.

12. We are not convinced on a balance of probabilities, that the Landlord's Agent served the N1 notice in September 2024 as it was signed October 30, 2024. Furthermore, the Landlord's Agent was unable to provide an exact date on which the notice was mailed. As such, we are not satisfied when the notice was mailed.
13. Even if we were to accept the N1 notice was mailed on October 30, 2024, the date it was signed, this does not provide the Tenant with the 90-day notice in accordance with section 116(1) because in accordance with section 191(3) of the Act, a document that is mailed is deemed given 5 days after the mailing date. Therefore, a document mailed on October 30, 2024, would be deemed given November 4, 2024, providing the Tenant with only 88 days' notice.
14. The Landlord's Agent also testified that the N1 notice was emailed to the Tenant, but the Tenant denied receiving the N1 notice via email or regular mail and said that she had never consented to service via email. Rule 3.1 of the Board's Rules of Procedure specifically indicates that email is only acceptable if the parties have consented in writing to receive documents via email. This means that it does not matter if parties regularly communicate via email, unless there is specific written consent to service via email, emailing notices and serving other documents via email is not an acceptable method of service.
15. As such, we are not satisfied that the 2025 N1 notice was properly served on the Tenant 90 days in advance of the rent increase in accordance with section 116(1).
16. In the present case, the Tenant has not paid the increase. Therefore, the N1 notice, although void cannot survive under section 135.1 of the Act:

Rent increase deemed not void

135.1 (1) An increase in rent that would otherwise be void under subsection 116 (4) is deemed not to be void if the tenant has paid the increased rent in respect of each rental period for at least 12 consecutive months.

17. Secondly, even if we were to accept the N1 notice were properly served, the notice would still be invalid as it was an improper increase. Section 120 of the Act provides:

120 (1) No landlord may increase the rent charged to a tenant, or to an assignee under section 95, during the term of their tenancy by more than the guideline, except in accordance with section 126 or 127 or an agreement under section 121 or 123.

[underlining added]

18. In 2025 the allowable guideline increase was 2.5%. A 2.5% increase from \$1,586.25 is \$1,607.45625. The Landlord is in this case attempted to increase the rent to \$1,607.49 according to the N1 notice which is more than the permissible guideline increase for 2025.

19. As such, the 2025 N1 notice was void and invalid and the lawful rent for 2025 remained \$1,586.25, which was the last lawful rent charged.
20. We now turn to the N1 notice for April 1, 2026. As stated above, we find the 2025 N1 notice is void and invalid, and therefore the lawful rent did not increase. The problem with the Landlord's 2026 N1 notice is the proposed increase is based on the 2025 unlawful increase of \$1,607.49. Therefore, the amount claimed in the 2026 N1 notice is greater than what the Landlord could have lawfully charged.
21. In 2026, the allowable guideline increase was 2.1%. A 2.1% rent increase from \$1,586.25 is \$1,619.56¹²⁵. Therefore, the maximum rent increase for 2026 would be \$1,619.56, not the \$1,641.25 the Landlord attempted to increase the rent to as of April 1, 2026.
22. Therefore, the lawful rent remains \$1,586.25.
23. It is undisputed that the Tenant has continued to pay the lawful rent of \$1,568.25 since 2024 and up to the date of the hearing. As a result, the Landlord has failed to establish the Tenant has any arrears owing as of the date the Landlord's application was filed.
24. Accordingly, we find the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

June 25, 2026
Date Issued

Melissa Bradley
Member, Landlord and Tenant Board

Nicole Pedron
Member, Landlord and Tenant Board

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