



**Order under Section 87(1)
Residential Tenancies Act, 2006**

File Number: LTB-L-026534-26

In the matter of: 2, 269 DES PERES-BLANCS AVE
VANIER ON K1L7L4

Between: Anbara Estate Management Landlord

And

Cassidy Crockett Tenant

Anbara Estate Management (the 'Landlord') applied for an order to terminate the tenancy and evict Cassidy Crockett (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord's Agent, Eman Karkouti, attended the hearing.

As of 11:36 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

N4 Notice is invalid

1. On March 10, 2026, the Landlord emailed the Tenant a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
2. The N4 Notice showed \$1,500.00 was paid for the rental period of February 2026, and rent was owing in the amount of \$1,600.00 to the end of March 2026. The Landlord's Application showed no rent was paid for February 2026 and a last month's rent deposit was collected and being held in the amount of \$1,500.00.
3. At the hearing, the Landlord's Agent advised no rent was paid for February 2026 and that the amount indicated as having been paid for February 2026 on the N4 Notice was an error as the \$1,500.00 paid in February 2026 was a payment towards the last month's rent deposit. As a result, as of the date the N4 Notice was served, the amount of rent owing was \$3,100.00 and not \$1,600.00 as indicated on the N4 Notice.

4. Subsections 59(2) and (3) of the *Residential Tenancies Act, 2006* (the 'RTA') provide:

59(2) 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.

(3) The notice of termination is void if, before the day the landlord applies to the Board for an order terminating the tenancy and evicting the tenant based on the notice, the tenant pays,

(a) the rent that is in arrears under the tenancy agreement; and

(b) the additional rent that would have been due under the tenancy agreement as at the date of payment by the tenant had notice of termination not been given.

5. The requirement to set out the amount of rent owing on a N4 Notice is mandatory under subsection 59(2) of the RTA. When this amount is inaccurate, a tenant is not made aware of how much they must pay in order to void the N4 Notice and preserve the tenancy under subsection 59(3).
6. Under section 212 of the RTA, substantial compliance with the contents of a notice is sufficient. However, a notice can only be found to be substantially compliant where the error in the contents of the notice does not significantly prejudice a party's ability to participate in a proceeding under this Act.
7. We find not knowing what must be paid to void an N4 Notice deprives a tenant of one of the fundamental purposes of providing reasons in a N4 Notice – to be able to consider whether to comply – and therefore substantially prejudices their ability to participate in the proceeding [See *Ball v. Metro Capital*, [2002] O.J. No. 5931 (Div. Ct.)]
8. There are circumstances where a N4 Notice may be found to be valid even where the amount indicated as owing is lower than what may actually be owed such as where a landlord waives amounts sought or when a last month's rent has erroneously already been applied. However, at the hearing the Landlord's Agent advised the last month's rent was not applied to February 2026, that this was an error on the N4 Notice, and that rent was owed for February 2026 at the time the N4 Notice was served. This accords with the Landlord's L1 Application where the Landlord indicated the last month's rent deposit was still being held and that payment was sought in full for February 2026.
9. In the above circumstances we find the Tenant was placed in a position where they did know what they needed to pay in order to void the N4 Notice and their ability to participate in the proceeding was substantially prejudiced.
10. As a result, we found the N4 Notice was invalid.
11. At the hearing, the Landlord's Agent was advised that if the Landlord pursued an order for the arrears only, any arrears that formed the subject of the order for arrears may not form

the basis for any subsequent notice of termination or application for termination and eviction. In the alternative, the Landlord could withdraw its application and start again.

12. In the above circumstances, the Landlord elected to proceed for an order for arrears only. As a result, this order is limited to rent arrears and costs only, not eviction.

Rent Owning

13. As of the hearing date, the Tenant was still in possession of the rental unit.
14. The Tenant did not pay the total rent they were required to pay for the period from February 1, 2026, to June 30, 2026.
15. The lawful rent is \$1,550.00. It is due on the 1st day of each month.
16. The Tenant has not made any payments since the application was filed.
17. The rent arrears owing to June 30, 2026, are \$7,750.00.
18. The Landlord claimed bank and administration charges for cheques tendered by or on behalf of the Tenants which were returned NSF.
19. The Landlord's Agent advised the NSF charges claimed by the Landlord related to pre-authorized payments and not cheques that were returned NSF.
20. Sub-section 87(5) of the *Residential Tenancies Act, 2006* (the 'Act'), and section 17 of the General Regulation to the Act O.Reg 516/06 authorize awarding a landlord bank and administration charges in respect of NSF cheques.
21. We find the Landlord is not entitled to claim NSF charges because the Tenant's failed payments due to insufficient funds were made via pre-authorized payments not cheques. As a result, this claim is dismissed.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$7,936.00. This amount includes rent arrears up to June 30, 2026, and the cost of filing the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before July 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 5, 2026, at 4.00% annually on the balance outstanding.

June 23, 2026
Date Issued

David Conn
Member, Landlord and Tenant Board

Rebecca Case

Vice Chair, 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.