



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

File Number: LTB-L-024592-26

In the matter of: 2007, 60 FREDERICK ST
KITCHENER ON N2H0C7

Between: Ulrich Mercier Kamga Landlord

And

Alisha Angecone Tenant

Ulrich Mercier Kamga (the 'Landlord') applied for an order requiring Alisha Angecone (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on May 28, 2026.

Only the Landlord attended the hearing.

As of 9:44am, 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:

The N4

1. The Application filed by the Landlord sought both arrears and termination of the tenancy.
2. The Certificate of Service provided by the Landlord indicates that the N4 was served via courier. It was served on March 3, 2026. However, at the hearing the Landlord confirmed that the N4 was sent via regular mail and express post. Therefore, the N4 would be deemed served on March 8, 2026.
3. The Termination date in the N4 is March 17, 2026.
4. Section 59 of the Act states:

59 (1) If a tenant fails to pay rent lawfully owing under a tenancy agreement, the landlord may give the tenant notice of termination of the tenancy effective not earlier than,

- (a) the 7th day after the notice is given, in the case of a daily or weekly tenancy; and
- (b) the 14th day after the notice is given, in all other cases. 2006, c. 17, s. 59 (1).

5. I clarified with the Landlord whether he was seeking an order for arrears only and he requested the matter be stood down. After the matter resumed the Landlord testified that the N4 was also served by email on March 1, 2026.
6. The Landlord testified in the lease agreement parties had consented to service by email. However, the Landlord explained that the current Tenant was a former occupant who became a Tenant after the Tenant vacated, and he accepted her as a Tenant rather than move to terminate the tenancy and have her removed as an unauthorised occupant. The lease agreement contains the email of the original Tenant. The Landlord testified that he emailed the N4 to the current Tenant and the former Tenant.
7. The lease agreement relied on by the Landlord is not a standard form lease and does not provide consent to service via email. Instead, it states: "both the Landlord and the Tenant agree to provide their email and telephone for emergencies and day to day communication"
8. The Landlord did not have any proof that the email with the N4 had come to the Tenants attention. The Landlord testified that she did not respond to the email containing the N4.
9. I am not satisfied that the Landlord has demonstrated that the Tenant has consented to service via email or that the N4 Notice of Termination served via email came to the attention of the Tenant. The lease agreement does not provide explicit consent to service via email, and the current Tenant and their email are not captured in the lease agreement. Additionally, the Landlord was unable to demonstrate that the N4 served via email came to the attention of the Tenant.
10. Therefore, as the N4 contains a termination date of March 17, 2026, and was deemed served March 8, 2026, I am not satisfied that it provides the Tenant with 14 days to void and is therefore invalid.
11. The Landlord subsequently sought an order for arrears only.
12. As of the hearing date, the Tenant was still in possession of the rental unit.
13. The Tenant did not pay the total rent they were required to pay for the period from September 1, 2025 to May 31, 2026.
14. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
15. The Tenant has not made any payments since the application was filed.
16. The rent arrears owing to May 31, 2026 are \$13,045.00.
17. 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 \$13,231.00. This amount includes rent arrears owing up to May 31, 2026 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before July 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 2026 at 4.00% annually on the balance outstanding.

June 29, 2026
Date Issued

Reid Jackson
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.