



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

File Number: LTB-L-033137-26

In the matter of: #2 MAIN FLOOR, 27 SPADINA AVE
HAMILTON ON L8M 2W8

Between: 2408191 Ontario Inc Landlord

and

Cory Patterson Tenant

2408191 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Cory Patterson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 18, 2026.

Only the Landlord, Stephen F Jansen-In-De-Wal, attended the hearing.

As of 1:26 p.m., the Tenant was not present or 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. The Landlord gave the Tenant a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) on March 10, 2026.
2. For the reasons provided below, I find the N4 notice to be invalid. I say this because the N4 Notice was not an accurate statement of the outstanding arrears at the time it was served.
3. The N4 Notice lists the rental periods of January 7, 2024 to April 7, 2026, rent charged is identified as \$17,625.00, rent paid is \$10,385.00 and rent owing is \$7,240.00.
4. During the hearing, the Landlord confirmed that the lawful rent is \$1,175.00 and it is due on the 7th day of each month. So, the rental period on the N4 notice should be January 7, 2024 and it should end on April 6, 2026. In addition, the Landlord is claiming rent for 27 months; therefore, the rent charged should be \$31,725.00 (27x\$1,175) and not \$17,625.00. I indicated to the Landlord that he needs to review his calculation for rent

charged and rent paid, at which point he confirmed that the amount reflected on the notice is entirely inaccurate.

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 N4 Notice does not comply with 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. 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 Landlord's application is dismissed without prejudice.

June 25, 2026
Date Issued

Adeela Alvez
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.