



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-017251-26

In the matter of: 9, 366 Frank St.
Ottawa, ON K2P 0Y1

Between: Anbara Estate Management Landlord

And

Jennifer Steger Tenant

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

This application was heard by videoconference on June 22, 2026.

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

As of 10:45 a.m., the Tenant was not present, nor 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.

Determination:

1. The Landlord's Certificate of Service indicated that the N4 notice of termination ("N4 notice") was given to the Tenant via email.
2. Section 191 of the *Residential Tenancies Act*, 2006 (the 'Act') provides a list of acceptable methods of giving a notice or document to a person but does not include email. But section 191(g) of the Act indicates that it is also permissible to give a notice or document by any other means allowed in the Board's Rules of Procedure (the "Rules").
3. Rule 3.1 of the Rules specifically indicate that a party may be served via email if the party receiving the notice or document has consented in writing to service via email.
4. Here, the Landlord's Agent could not provide the Tenant's written consent to service via email.
5. The Landlord's Agent testified that the parties regularly communicated via email, however that is not the same as having consented to service in writing.
6. However, section 191(2) of the Act provides that even if notice is not given in accordance with the Act, it will still be deemed properly given if it can be shown to have actually come

to the person's attention within the required time period. In other words, if the Landlord can establish that the N4 notice actually came to the attention of the Tenant 14 days before the date of termination then the notice will be deemed to have been validly given under section 191(2).

7. Here, the Landlord's Agent testified that there was a telephone call with the Tenant regarding the N4 notice, however the Landlord's Agent could not recall when the call took place. As such, I am not satisfied that the Landlord has established that it is more likely than not that the N4 notice of termination actually came to the Tenant's attention 14 days before the date of termination.
8. As such, I find that the N4 notice was not properly given to the Tenant in accordance with section 191 of the Act or the Rules nor did it actually come to the Tenant's attention in time under section 191(2) of the Act.
9. Since the Tenant was not provided a notice of termination 14 days prior to the date of termination, the Board is unable to issue an order for eviction and, the Landlord 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 sought to withdraw the application, and I consented to the request.

It is ordered:

1. The Application is dismissed as withdrawn.

June 29, 2026
Date Issued

Nicole Pedron
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.