



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

File Number: LTB-L-032075-26

In the matter of: Basement, 1576 Dundas St. East
Toronto, ON M4L 1B8

Between: Liya Zhong Landlord

And

Donnie Freeman Tenant

Liya Zhong (the 'Landlord') applied for an order to terminate the tenancy and evict Donnie Freeman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord attended the hearing. Bill (Kauiang) Wang also attended the hearing as the Landlord's translator.

Determinations:

Tenant's attendance

1. As of 9:52 a.m. the Tenant was not present, nor 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.
2. As a result, the hearing proceeded with only the Landlord's evidence.
3. At approximately 10:42 a.m., Kevin Laforest, signed into the meeting and indicated he had been contacted by the Tenant who had been hospitalized. Mr. Laforest inquired what occurred with the matter as there were several issues with the N4 notice. I informed Mr. Laforest that the matter proceeded uncontested and an order would be issued fully addressing all issues dealt with.
4. Mr. Laforest then disconnected.

Validity of N4 Notice

5. The N4 notice of termination ("N4 Notice") contained two flaws, specifically that (a) the rental unit was not specifically identified, and (b) the Tenant was only identified as "Donnie".
6. The Landlord testified that there is only one rental unit in the basement and the Tenant is the only tenant in the basement rental unit. The Landlord testified that the basement rental unit is the only rental unit that the Tenant rents from the Landlord. The Landlord also testified that "Donnie" is how the Tenant identified himself to her.
7. The *Residential Tenancies Act*, 2006 (the "Act") imposes mandatory requirements on the contents of notices of termination, most notably for current purposes in section 43, where the word "shall" is generally interpreted to set out a mandatory requirement of a form, notice, or document:

43. (1) Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall,

- (a) identify the rental unit for which the notice is given;
- (b) state the date on which the tenancy is to terminate; and

(2) If the notice is given by a landlord, it shall also set out the reasons and details respecting the termination and inform the tenant that,

- (a) if the tenant vacates the rental unit in accordance with the notice, the tenancy terminates on the date set out in clause (1) (b);
- (b) if the tenant does not vacate the rental unit, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant; and
- (c) if the landlord applies for an order, the tenant is entitled to dispute the application.

8. The failure to meet one of these mandatory provisions has often been held by the Board to a "fatal flaw" requiring the application to be dismissed. Without delving into past decisions, I believe notice may be taken of instances where this Board has dismissed applications in the past because of incomplete formal requirements such as partial addresses, incomplete rent tables, and the like.
9. Subsection 212(2) of the Act provides that an error in the contents of a form, notice, or document will still constitute substantial compliance with the Act provided the error does not significantly prejudice the party's ability to participate in the proceeding.
10. In an uncontested matter, I consider the appropriate initial enquiry is whether there is objectively reasonable confusion from a flawed notice that might cause significant participatory prejudice. Were the Tenant present, it would be appropriate to determine whether any subjective factors result in significant participatory prejudice.

11. Here, I am satisfied that there is no reasonable confusion or significant prejudice from the error in the missing rental unit or the identification of the Tenant as simply "Donnie". I am satisfied that the Tenant had been identifying himself as "Donnie" to the Landlord and therefore would have known that the N4 notice were addressed to him. Furthermore, although the N4 notice did not say "basement" I am satisfied the Tenant knew that he rented the basement and there were no other rental units that he rented from the Landlord and the N4 therefore applied to his rental unit.
12. As such, I am satisfied the N4 notice substantially complies under section 212(2) of the Act.

Service of the N4 Notice

13. There was no certificate of service provided to the Board and instead a photo of the N4 notice taped to the rental unit door.
14. At the hearing, the Landlord was asked to confirm what day she taped the N4 notice to the door. The Landlord testified she did it on the same day as the N4 notice was signed, March 24, 2026.
15. Section 191(1) of the Act provides a list of acceptable methods of giving a notice or document to a person but does not include taping a notice to the door of the rental unit. 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").
16. Rule 3.2 of the Rules indicates that a notice of entry may be posted to the door of the rental unit, but not a notice of termination.
17. The purpose of the methods of giving notices provided by the Act and Rule 3.1 is intended to allow service on a party by providing documents in a manner that would generally be seen as secure, whether that security comes from being inside the rental unit itself, or being visually inaccessible because it is in a mailbox or other method the Tenant ordinary receives their mail. Otherwise, a notice could be taken by anyone passing the outside of the rental unit.
18. As such, I am not satisfied that the N4 notice was given in a manner permitted under section 191 of the Act or in accordance with Rule 3.1.
19. 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).
20. Here, the Landlord testified that the rental unit is the basement of a house, and the Tenant is the only one who has access to the rental unit door. The Landlord testified that the rental unit is not in a common hallway. The Landlord testified that she put the N4 notice on the rental unit door on March 24, 2026, and when she checked on March 25, 2026, the N4

notice had been removed and as such could only have been removed by the Tenant since he is the only other person with access to that area.

21. Based on the uncontested evidence before me, I am satisfied that the Tenant has exclusive access to the rental unit door and therefore was the one to remove the N4 notice on March 24, 2026. As such, I am satisfied that the N4 notice actually came to the Tenant's attention 14 days before the date of termination under section 191(2).

The Application

22. As of the hearing date, the Tenant was still in possession of the rental unit.
23. The lawful rent is \$1,000.00. It is due on the 1st day of each month.
24. Based on the Monthly rent, the daily rent/compensation is \$32.88. This amount is calculated as follows: \$1,000.00 x 12, divided by 365 days.
25. The Tenant has not made any payments since the application was filed.
26. The rent arrears owing to June 30, 2026, are \$10,200.00.
27. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
28. The Landlord collected a rent deposit of \$1,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
29. Interest on the rent deposit, in the amount of \$111.05 is owing to the Tenant for the period from May 1, 2021, to June 22, 2026.
30. The Landlord provided that they were unaware of any circumstance of the Tenant that would support denying or delaying eviction. The Tenant did not attend the hearing to give evidence of their circumstances, or to dispute the Landlord's application.
31. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$10,386.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$11,386.00 if the payment is made on or before July 11, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after July 11, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before July 11, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,998.31. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$32.88 per day for the use of the unit starting June 23, 2026, until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before July 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 12, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 11, 2026, then starting July 12, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after July 12, 2026.

June 30, 2026

Date Issued

Nicole Pedron

Member, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on January 12, 2027, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026:

Rent Owing to June 30, 2026	\$10,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,386.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 11, 2026:

Rent Owing to July 31, 2026	\$11,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,386.00

C. Amount the Tenant must pay if the tenancy is terminated:

Rent Owing to Hearing Date	\$9,923.36
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,000.00
Less the amount of the interest on the last month's rent deposit	- \$111.05
Total amount owing to the Landlord	\$8,998.31
Plus, daily compensation owing for each day of occupation starting June 23, 2026	\$32.88 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	