



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

**File Number:** HOL-08171-20

**In the matter of:** 79 ABBOTT CRESCENT  
CAMBRIDGE ON N3C0C9

**Between:** Manish Gupta Landlord

**and**

Jamie Goddard Tenants  
Valerie Goddard

Manish Gupta (the 'Landlord') applied for an order to terminate the tenancy and evict Valerie Goddard and Jamie Goddard (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard via videoconference on February 18, 2021 at 9:00 a.m.

The Landlord, Manish Gupta, was represented by Lisa Nadon, a licensed Paralegal, and the Tenants, Valerie Goddard and Jamie Goddard, represented by Peter Balatidis, a licensed Paralegal, attended the hearing.

**Preliminary Issue 1:**

1. The Tenant's representative sought to adjourn the hearing, having been retained only the previous day and was not prepared to proceed with the file. He needed more time to prepare to raise issues concerning the merits of the file.
2. The Tenants sought to raise maintenance issue but had not provided Disclosure and Evidence as required by the Landlord and Tenant Board Rules of Procedure, namely Rule 19 – Disclosure and Evidence “all parties to a matter that has been scheduled for a CMH or a hearing must provide the other parties and the LTB with a copy of all documents, pictures and other evidence that the party intends to rely upon at least 7 days before the CMH or hearing”.
3. The Landlord's representative opposed the adjournment.
4. I denied the request for adjournment, both parties had been provided with ample time to prepare for the hearing.

**Preliminary Issue 2:**

1. The Tenant's representative raised the issue concerning the appropriate rental charge.
2. It was submitted that the N4 Notice lists the rent for the year 2020, as listed on the N4 Notice that was served for this application, dated August 7, 2020, as being \$1,564.29.
3. The Tenant's representative submitted that the lawful monthly rent, according to the Tenants, is \$1,500.00. They were unaware of any rent increases.
4. Bank statements were submitted by the Tenants to support payments of \$1,500.00 in July 2019 (cheque 78), in July 2020 (cheque 90).
5. An additional document submitted indicate that the lawful rent as at February 2015 were \$1,495.86.
6. The Tenant representative submitted that the maximum increase that the Landlord could increase the rent for the year 2020 was 2.2 percent.
7. The Tenant representative submitted that the maximum monthly rent for 2020, based on the information supplied, should be \$1,533.00.
8. The Tenant representative submitted that the rent claimed in the application was based on increases that were illegal and as such the N4 "Notice to End your Tenancy for Non-Payment of Rent" was defective and that the file should be dismissed.
9. No further information was received from either party concerning the lawful rent and Notices of Rent Increases.
10. Based on the information received I ruled that the N4 "Notice to End your Tenancy for Non-Payment of Rent" for the purposes of this application listed a rent charge as being outside the amount legally permissible and N4 Notice as being defective.

**Determinations:**

1. The N4 "Notice to End your Tenancy for Non-Payment of Rent" is defective.

**It is ordered that:**

1. The Landlord's application is dismissed.



Peter Pavlovic  
Member, Landlord and Tenant Board

**July 5, 2021**  
**Date Issued**

Head Office  
777 Bay Street, 12th Floor  
Toronto Ontario M5G2E5

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.