



JAN 17, 2024

Landlord and Tenant Board

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

Citation: Hossain v Romoda, 2024 ONLTB 3322

Date: 2024-01-17

File Number: LTB-L-047245-22

In the matter of: Basement, 7289 TERRAGAR BLVD
MISSISSAUGA ON L5N7L8

Between: Ashfaq UI Hossain Landlord

And

Sebastian Romoda and Julie Pearo Tenants

Ashfaq UI Hossain (the 'Landlord') applied for an order to terminate the tenancy and evict Sebastian Romoda and Julie Pearo (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 21, 2023.

The Landlord and the Tenants attended the hearing.

Determinations:

Preliminary Issue

1. The Tenants raised a preliminary issue regarding the address of the rental unit on the N4 notice of termination. Specifically, the N4 notice lists the address as the “basement” unit. The Tenants submit that there are two separate basement units at the rental complex, they occupy one of the units and another tenant lives in the other.
2. The Landlord admits that there are two separate rental units in the basement and that he has not labeled and/or distinguished them in any meaningful way.
3. Section 43 of the Residential Tenancies Act, 2006 (“The Act”) states:

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.
4. It is my view that the legislature intended this section to clear any confusion for tenants on whether they were facing an eviction, or whether the arrears belong to another unit in a rental complex. In this case, the unit is not properly identified in the N4 and there is a strict requirement that the N4 notice be proper.

5. Labeling rental units is vital to avoid confusion and uphold clarity. The absence of proper labeling can lead to various complications, such as mistaken identity of rental units, breaches of privacy, and disruptions to the lawful eviction process. In a situation where multiple rental units are involved, accurate labeling ensures that law enforcement officers and relevant authorities can precisely identify the proper rental unit, minimizing the risk of unintended consequences for occupants of neighboring units. As a result, I deem the N4 notice defective.
6. The Landlord indicated that if the N4 notice was found defective he wished to proceed with arrears-only.

L1 Application

7. As of the hearing date, the Tenants were still in possession of the rental unit.
8. The lawful rent is \$1,420.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$46.68. This amount is calculated as follows: \$1,420.00 x 12, divided by 365 days.
10. The rent arrears owing to December 31, 2023 are \$8,400.00.
11. 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 Tenants shall pay to the Landlord \$8,586.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application.
2. If the Tenants do not pay the Landlord the full amount owing on or before January 28, 2024, the Tenants will start to owe interest. This will be simple interest calculated from January 29, 2024 at 7.00% annually on the balance outstanding.

January 17, 2024
Date Issued

Brett Lockwood
Member, Landlord and Tenant Board

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