



Order under Section 87(1)
Residential Tenancies Act, 2006

File Number: NOL-41256-20

In the matter of: 2, 618 LILAC STREET
SUDBURY ON P3E4C8

Between: Michael Gallinger Landlord

and

Melanie Mayer (Gauthier) Tenant

Michael Gallinger (the 'Landlord') applied for an order to terminate the tenancy and evict Melanie Mayer (Gauthier) (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 20, 2021.

Only the Landlord attended the hearing.

The Tenant was not present or represented by 2:51 p.m. although properly served with notice of the hearing by the Board.

Determinations:

1. The Tenant is in possession of the rental unit.
2. The Landlord's N4 Notice of Termination is invalid for the following reasons.
3. Subsection 43(2) of the *Residential Tenancies Act, 2006* (the 'Act') requires notices of termination to "set out the reasons and details respecting the termination".
4. The importance of this mandatory requirement was discussed in *Ball v. Metro Capital Management Inc.*, [2002] O.J. No. 5931 [Ball], where the Court explained that there are several purposes for requiring a landlord to provide reasons and details, including the need to know the specific allegations against him or her in order to be in a position to know the case to be met and to decide whether to dispute the allegations made against him or her.
5. In this case, the Landlord testified that rent is due on the first of the month. However, the rental periods specified on the N4 Notice of Termination are from the first of the month to the first of the next month. This creates confusion in several ways.

6. First, the incorrect details make it difficult to ascertain how many months of rent are covered by the notice. Second, the incorrect details make it difficult to ascertain when the rent is actually due. Third, the confusion created about when the rent is actually due has the potential to mislead the Tenant about the timing of the payment that must be made in order to vide the N4 Notice of Termination under subsection 59(2) of the Act. In my view, the incorrect details provided by the Landlord in this case would confuse a reasonable person and interfere with their ability to know the case to be met and to decide whether to dispute the allegations. The N4 Notice of Termination is therefore invalid.
7. As the Landlord's N4 Notice of Termination was invalid, I gave the Landlord the option to proceed for arrears only with no possibility of termination of the tenancy for this money, or to begin the process again. The Landlord chose to seek an award for arrears only.
8. The monthly rent is \$1,150.00 and the Tenant's arrears were \$6,050.00 when the Landlord filed the application.
9. Looking forward, the monthly rent came due for the period December 1, 2020 and May 31, 2021 and the Tenant paid \$1,000.00.
10. It follows that the Tenant failed to pay \$11,950.00 of the total rent the Tenant was required to pay for the period January 1, 2020 to May 31, 2021.
11. The Tenant also owes the Landlord \$186.00 for the cost of filing the application.

It is ordered that:

1. The Tenant shall pay to the Landlord \$11,950.00, which represents the amount of rent owing up to May 31, 2021.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. If the Tenant does not pay the Landlord the full amount owing on or before July 5, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 6, 2021 at 2.00% annually on the balance outstanding.

June 24, 2021
Date Issued

Northern-RO
199 Larch Street, Provincial Building, Suite 301
Sudbury ON P3E5P9



Douglas Wilkins
Member, Landlord and Tenant Board

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