



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

**Citation:** Nauth v Persaud, 2024 ONLTB 28337

**Date:** 2024-05-03

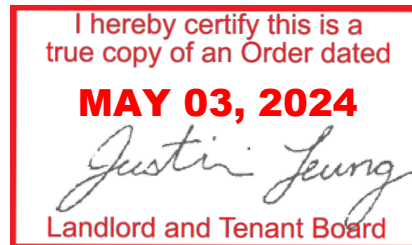
**File Number:** LTB-L-091550-23

**In the matter of:** 66 HOLLYHEDGE DR  
SCARBOROUGH ON M1J1X4

**Between:** Rajindra Nauth

**And**

Yudendra Persaud  
Basmattie Persaud



Landlord

Tenants

Rajindra Nauth (the 'Landlord') applied for an order to terminate the tenancy and evict and Yudendra Persaud and Basmattie Persaud (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 9, 2024.

Only the Landlord attended the hearing.

As of 2:53 pm, the Tenants were not present or 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. As a result, the hearing proceeded with only the Landlord's evidence.

### Preliminary Matter:

1. The Landlord had provided disclosure material, which included an N15 notice of termination served by Basmattie Persaud, with a termination date of January 14, 2024. As such, it was requested that Basmattie Persaud be removed from the joint tenancy. In consideration that a valid N15 had been served, this request was granted. However, it is noted that the Landlord has claimed rent arrears from November 2023 to April 2024. Section 42(6) of the *Residential Tenancies Act, 2006* (the 'Act'), states:

#### **Tenant vacating unit in accordance with notice**

(6) A tenant who gave notice under subsection (1) and vacates the rental unit on or before the termination date set out in the notice ceases to be a tenant and a party to the tenancy agreement on the termination date, but this subsection does not affect any right or liability of the tenant arising from any breach of obligations that relates to the period before the termination. 2016, c. 2, Sched. 6, s. 1.

As such, Basmattie Persaud is removed from this joint tenancy but can be liable for rent arrears for the November to December 2023 and portion of January 2024 rental periods.

**Determinations:**

1. The Landlord served the Tenants with a Notice to End Tenancy Early for Non-Payment of Rent (N4 Notice).

2. Section 59(2) of the *Residential Tenancies Act, 2006* (the Act) provides:

59 (2) The notice of termination shall set out the amount of rent due and shall specify that the tenant may avoid the termination of the tenancy by paying, on or before the termination date specified in the notice, the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment by the tenant.

[Underlining added]

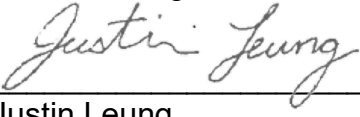
3. Strict compliance is required with the mandatory content requirements of notices of termination under the Act. A notice of termination which does not comply with the mandatory content requirements of the Act is void and cannot be amended or corrected. [See *Bianchi v. Aguanno*, 1983 CanLII 1967 (ONSC); (1983), 42 O.R. (2d) 76 (Div Ct), and *Vu v. Kiumarsi*, 2021 CanLII 115915 (ON LTB) at para. 7]
4. The N4 notice identifies following rental periods: ‘October 15, 2023 to November 15, 2023, Rent Charged: 163.08, Rent Owing: 163.08; November 5, 2023 to November 5, 2023: Rent Charged: 515.36, Rent Owing: 515.36’. The Landlord stated that these amounts were for unpaid utilities. It was noted that N4 notice is to address rent arrears only.
5. As a result, I find the N4 notice did not correctly reflect the amount of rent owing as of the date the N4 notice was served and the N4 notice is invalid. The Landlord therefore could not rely on the N4 notice to terminate the tenancy.
6. The Landlord stated they would only seek arrears for their L1 application. This request was granted.
7. As of the hearing date, the Tenant Yudendra Persaud was still in possession of the rental unit. It is noted that 2<sup>nd</sup> named Tenant Basmattie Persaud was in possession of the rental unit when the L1 application was filed. As such, they are identified as a Tenant as well. However, as previously noted they had served an N15 notice, with a termination date of January 14, 2024. As a result, they would only be responsible for a portion of the rent arrears up until this date.
8. The Tenants did not pay the total rent they were required to pay for the period from November 1, 2023 to April 30, 2024.
9. The lawful rent is \$2,150.00. It is due on the 1st day of each month.
10. The Tenants have paid \$2,150.00 to the Landlord since the application was filed.
11. The rent arrears owing to April 30, 2024 are \$10,750.00.

12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

**It is ordered that:**

1. The Tenants shall pay to the Landlord \$10,936.00. This amount includes rent arrears owing up to April 30, 2024 and the cost of the application.
2. If the Tenants do not pay the Landlord the full amount owing on or before May 14, 2024, the Tenants will start to owe interest. This will be simple interest calculated from May 15, 2024 at 7.00% annually on the balance outstanding.

**May 3, 2024**  
**Date Issued**

  
Justin Leung  
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.