



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-084251-25

In the matter of: 11 Sailors Landing
Bowmanville ON L1C3K5

Between: Chang Kim & Michelle Lee & Luu Landlords

And

Done Adiizua Tenants
Dana Adiizua

Chang Kim & Michelle Lee & Luu (the 'Landlords') applied for an order to terminate the tenancy and evict Done Adiizua and Dana Adiizua (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent;
- the unit was given to the Tenant for the term of the Tenant's employment which has now ended.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on December 16, 2025.

The Landlords and the Tenant Dana Adiizua attended the hearing.

Determinations:

1. As explained below, the Landlords have not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On October 5, 2025, the Landlords gave the Tenants an N8 notice of termination effective December 31, 2025. The notice of termination contains the following allegation: that the Tenants have made consistent late payment for over a year and have failed to communicate clearly with the Landlords when the payments were late.

4. The Landlord has not proven that the Tenants have persistently failed to pay the rent on the date it was due. The N8 notice does not specify the date on which the rent is due nor does it specify the dates on which rent was allegedly paid late.
5. As I advised the parties at the conclusion of the hearing, the Landlords' application must fail because the N8 is deficient in that it does not provide specifics as to the late rental payments would allow the Tenants to respond to the notice. Section 43(2) of the *Residential Tenancies Act, 2006* (the 'Act') states that a notice of termination must provide reasons and details respecting the termination. The N8 notice does not meet this requirement because it fails to specify the dates on which the rent was actually paid including the year. Without these details it would not be clear to a tenant what months they allegedly paid the rent late.
6. It is not necessary for me to consider the secondary grounds for termination of the tenancy which was termination of employment because the N8 fails.

It is ordered that:

1. The Landlords' application is dismissed, and the LTB file is now closed.

January 5, 2026
Date Issued

Christina Budweth
Member, Landlord and Tenant Board

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