



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sadyora v SMITH, 2026 ONLTB 923

Date: 2026-01-07

File Number: LTB-L-082486-25

In the matter of: 58 BRADLEY AVE
WELLAND ON L3B0K1

Between: Rubinder Sadyora
Jasvinder Sadyora

Landlords

And

Keisha Smith

Tenant

Rubinder Sadyora and Jasvinder Sadyora (the 'Landlords') applied for an order to terminate the tenancy and evict Keisha Smith, Jamar Smith, Julissa Bennett, Jaziah Bennett and Jalaun Bennett (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on November 20, 2025.

The Landlords and the Tenant, Keisha Smith, attended the hearing

Preliminary Issues:

Request to Remove Parties from the Application

1. At the hearing, I raised a preliminary issue with respect to the named individuals in the application. The Tenant submitted that the additional named parties are her children, who are minors and dependents, and they were included on the lease as occupants rather than lawful tenants. The Landlords takes the position that all of the Tenant's children are listed as tenants on the lease agreement and that the Tenant verbally agreed to include them as tenants. As a result, the Landlords submit that all named parties should be responsible for the rent arrears.
2. The Landlords submitted evidence I.D. 6820862, a copy of the lease agreement. On review of the lease agreement, the lease lists the Tenant and her children as Tenants on page 1. However, only the Tenant, Keisha Smith, signed page 7 of the lease agreement.

The Tenant testified that she added her children's names on the first page of the lease agreement under the assumption that they would be listed as occupants of the rental unit. It was undisputed that the Tenant's children range in age from 13 to 22 years.

3. While a minor may be listed on a lease, a minor lacks the legal capacity to be bound by the terms of a residential tenancy agreement. As a result, a minor cannot be held responsible for the obligations arising from the tenancy, including the payment of rent. The tenancy obligations rest with the adult tenants and the child is properly considered an occupant rather than a tenant.
4. Although, two of the Tenant's children are over the age of 18, I find the Tenant's testimony credible that she added all her children to the lease under the assumption that they were being listed as occupants rather than tenants. The fact that the lease agreement was signed only by the Tenant supports her testimony and indicates that there was no intention to create a tenancy with the children. Accordingly, pursuant to section 201(1) of the *Residential Tenancies Act, 2006*, the ("Act"), the style of cause is amended to remove Jamar Smith, Julissa Bennett, Jaziah Bennett and Jalaun Bennett as named parties to the application.

Preliminary Issue 2

L2 Application – N8 Notice Lacks Sufficient Details

5. The L2 application is filed pursuant to section 58(1) of the Act. The N8 notice of termination alleges that the Tenant has persistently failed to pay the rent on the date it was due.
6. At the start of the hearing, I raised a preliminary issue on whether the N8 notice contained sufficient details as required by subsection 43(2) of the Act in that notice of termination "shall set out the reasons and details respecting the termination".
7. The N8 notice issued states as follows:

The tenant is not paying the rent in time, and starting the month of April 2025 rent amount is paid partially.

Rent amount pending by 31/08/25 is \$4004.48

“ “ pending of the month of Sept, 2025 \$2550.00

rent not paid till Sept 15/2025 = \$6554.48

8. The Tenant testified that she was confused by the N8 notice and is unsure what the N8 is about. The Landlord testified that he included an excel spread sheet in his L1/L9 update sheet which provided details of the Tenant's late payments. The Landlord acknowledged that the excel spread sheet was not included when the N8 notice was issued to the Tenant.

9. A Landlord's obligation to include "reasons and details" in a notice of termination was considered by the Divisional Court in *Ball vs Metro Capital Property*, [2002] O.J. No. 5931 (Div. Ct.). MacDougall J. wrote in Ball that, "Particulars should include, dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct..." The Court went on to state that the various purposes for requiring a party to provide reasons and details include the responding party's need "to know the specific allegations made so that she/he can be in a position to know the case that must be met; to decide whether to dispute the allegations made before the Tribunal; and to consider whether to stop the conduct or activity or correct the omission..."
10. Although Ball concerned an N5 notice of termination, and in this case, the Landlords served an N8 notice, the reasoning in Ball applies to all cases in which a Landlord serves a notice of termination which requires reasons and details.
11. Based on the submissions made before me, I am not satisfied that the N8 notice provides sufficient dates of when the rent was paid late to allow the Tenant to come prepared to the hearing to properly speak to the application. The reasons detailed on the N8 are confusing and refer to rent being owed for August and September 2025. As a result, I find the N8 notice defective on its face as it does not comply with subsection 43(2) of the Act. The Board cannot issue an eviction order without a valid notice of termination. Accordingly, the L2 application is dismissed.

L1 Application – Rent Arrears

12. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
13. As of the hearing date, the Tenant was still in possession of the rental unit.
14. The lawful rent is \$3,050.00. It is due on the 1st day of each month.
15. Based on the Monthly rent, the daily rent/compensation is \$100.27. This amount is calculated as follows: \$3,050.00 x 12, divided by 365 days.
16. The Tenant has paid \$500.00 to the Landlords since the application was filed.
17. The rent arrears owing to December 31, 2025 are \$15,204.48.
18. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlords collected a rent deposit of \$2,950.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
20. Interest on the rent deposit, in the amount of \$133.15 is owing to the Tenant for the period from February 29, 2024 to December 18, 2025.

Relief from Eviction

21. The Tenant does not dispute the arrears owing. The Tenant requests time to vacate the unit to February 28, 2026. The Tenant testified that she cannot afford the monthly rent, she intends to apply to Ontario Works (OW) in an effort to earn income. The Tenant testified that she requires time to look for alternative accommodations. Due to her financial struggles, she may lose her children and is unsure of what will happen. The Tenant understands that the Landlords need their rent payments, however, she is in a difficult financial situation beyond her control.
22. The Landlord testified that he retired in June 2025 and his wife, Mrs. Sadyora is retiring in January 2026. The Landlords depend on the rent payments to pay off the mortgage in the rental property. The Tenant's arrears have caused them a lot of stress and anxiety and has put them in an uncomfortable financial situation as they are required to cover all the expenses for the rental property, including utilities. The Landlords fear they will default on their mortgage if rent is not paid by the Tenant. The Landlords request a standard order.
23. Based on the submissions made before me, on a balance of probabilities, I do not find this tenancy viable. The Tenant testified that she has no income and is looking to apply to OW to help with her expenses. The Tenant acknowledged that she cannot afford the monthly rent and seeks time to vacate to February 28, 2026. I find that granting a postponed eviction order to February 28, 2026, is unreasonable considering that the Tenant cannot afford the monthly rent. Allowing the Tenant to stay in the unit for a longer period will only increase the arrears owing.
24. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until January 30, 2026 pursuant to subsection 83(1)(b) of the Act. The Landlords' prejudice is reduced by the last months rent deposit being held that shall be applied to January 2026 rent.

It is ordered that:L1 Application – Rent Arrears

1. The tenancy between the Landlords and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$18,440.48 if the payment is made on or before January 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$11,062.19. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlords owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlords compensation of \$100.27 per day for the use of the unit starting December 19, 2025 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before January 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 31, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 30, 2026, then starting January 31, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after January 31, 2026.

L2 Application – Persistent Late Payment of Rent

10. The Landlords' application is dismissed.

January 7, 2026
Date Issued

Mayra Sawicki
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on July 31, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 30, 2026

Rent Owing To January 31, 2026	\$18,754.48
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$500.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$18,440.48

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$14,459.34
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$500.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,950.00
Less the amount of the interest on the last month's rent deposit	- \$133.15
Less the amount the Landlords owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlords	\$11,062.19
Plus daily compensation owing for each day of occupation starting December 19, 2025	\$100.27 (per day)