



Order under Section 69 Residential Tenancies Act, 2006

Citation: New Lawrence Heights 4 Inc. v Oyama, 2026 ONLTB 4952

Date: 2026-01-20

File Number: LTB-L-092414-25

In the matter of: POTL 10, 38 Deep Roots Terrace
Toronto ON M6A2L8

Between: New Lawrence Heights 4 Inc. Landlord

And

Gloria Okpantim Oyama Tenants
Emmanuel Okpantim Oyama

New Lawrence Heights 4 Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Gloria Okpantim Oyama and Emmanuel Okpantim Oyama (the 'Tenants') because the tenancy was entered into as a result of an agreement to purchase the condominium unit and the agreement has been terminated.

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 January 12, 2026. The Landlord's Agent, Sunny Bao, the Landlord's Legal Representative, Jessica Weinberg, and the Tenants attended the hearing.

Determinations:

Preliminary Issue – Service

1. According to the certificate of service filed with the Board, the Landlord gave the Tenants an N8 notice of termination, with a termination date of December 31, 2025 (the 'N8 Notice'), on October 30, 2025 by mail. The Board's Rules of Procedure (the 'Rules') state that a document is considered served on the fifth day after mailing. This means that the N8 Notice was deemed served on November 4, 2025.
2. As the termination date in the N5 Notice is December 31, 2025, the Tenants were given 57 days notice.
3. The N8 Notice is a notice under subsection 58(1) 1. of the *Residential Tenancies Act, 2006* (the 'Act'). Subsection 58(2) provides that the termination date set out in the notice shall be

at least the number of days after the date the notice is given that is set out in section 44 and shall be on the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.

4. In the case of a monthly tenancy, section 44(2) of the Act states that a notice under section 58 shall be given at least 60 days before the termination date in notice.
5. As the Tenants were only given 57 days notice, the N8 Notice is void.
6. The Board does not have the discretion to extend or shorten the time requirements related to notice periods for terminating tenancies and the Board cannot grant termination based on an invalid notice of termination.
7. The Landlord's Legal Representative submitted that the Tenants were also served with a copy of the N8 Notice by email on October 10, 2025. The Rules state that a document may be served by email if during the tenancy the tenant consented to service by email and if it can be proven that the contents actually came to the attention of the tenant.
8. The Tenants denied receipt of the N8 Notice by email and there was no written consent to service by email given by the Tenants. In addition, there was no evidence to suggest that the email with the N8 Notice attached came to the Tenants' attention such as a reply email or read receipt. The Landlord's Legal Representative submitted that the N8 Notice came to Tenants' attention as there was email correspondence between the parties regarding the notice of termination that was filed as evidence. However, this email correspondence does not demonstrate that the N8 Notice came to the Tenants' attention at least 60 days prior to the termination date in the notice.
9. Accordingly, I find that the N8 Notice was not served in accordance with the Act and, therefore, the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 20, 2026
Date Issued

Rachel Gibbons
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.