



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-000602-25

In the matter of: Unit A, 264 Exhibition Street
Guelph ON N1H4R7

Between: Sheila McClelland Landlord

And

Jennifer Irwin Tenant

Sheila McClelland (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Irwin (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on January 13, 2026.

The Landlord, the Landlord's Legal Representative Guy Farb, the Tenant, and the Tenant's Legal Representative Chris Rogers attended the hearing.

Preliminary Issues:

1. On November 1, 2024, the Landlord gave the Tenant an N8 notice of termination ('N8 Notice'), with a termination date of December 31, 2024. For the following reasons, I find that the N8 Notice does not meet the requirements of the *Residential Tenancies Act* (2006) (the 'Act'), and therefore the application is dismissed.
2. Section 43 of the Act sets out the minimum requirements for a notice of termination. Subsection 43(2) states that a notice given by a landlord must set out the reasons and details respecting termination.
3. Pursuant to the Divisional Court's decision in *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 (Div Ct) ('*Ball*'), a notice of termination must provide sufficient reasons and details to allow the tenant to know the case that must be met and to decide whether to dispute the allegations before the Board. The Divisional Court found that, in order to comply with subsection 43(2), a notice should include dates and times of the alleged offensive conduct, together with a detailed description of the alleged conduct.
4. The N8 Notice alleges that the Tenant has persistently paid rent late. However, the reasons on the N8 Notice do not provide dates on which rent was paid, which is information crucial to determining whether the rent was paid on time or late.
5. The Landlord's Representative submitted that a rent ledger outlining the details was provided to the Tenant at a later date. However, the test in *Ball* focuses on whether the

notice itself complies with the Act, regardless of any external communication. The notice must meet the statutory requirements on its face in order for the application to proceed.

6. Applying the test in *Ball*, I find that the Landlord's N8 Notice does not provide the necessary details required by subsection 43(2) of the Act and is therefore defective.
7. Moreover, the allegations on the N8 Notice are entirely regarding non-payment of rent, not late payment of rent. In LTB-L-053564-22, Vice Chair Rebecca Case found that a landlord may not circumvent the voiding provisions of the Act by serving a non-voidable notice of termination for persistent late payment of rent when the sole issue is non-payment of rent.
8. Therefore, the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 19, 2026
Date Issued

Kate Sinipostolova
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.