



Order under Section 69 Residential Tenancies Act, 2006

Citation: Marshall v Moffatt, 2026 ONLTB 5813

Date: 2026-01-21

File Number: LTB-L-075636-25

In the matter of: 359A BRANT ST
BURLINGTON ON L7R2E7

Between: Cheryl Marshall Landlord

And

Jennifer Moffatt Tenant

Cheryl Marshall (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Moffatt (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on November 5, 2025.

Only the Landlord attended the hearing.

As of 10:04 the Tenant was 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.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On September 10, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: Rent was paid on the following dates July 3, August 5, and as of September 10, the rent is unpaid.

4. The Landlord has not proven that the Tenant has persistently failed to pay the rent on the date it was due. The N8 notice does not indicate the date on which rent is due, therefore it is not possible to determine how many times rent has been paid late based on the contents of the notice.
5. Section 43 of the *Residential Tenancies Act, 2006* (the “Act”) requires that a notice of termination set out the reasons and details respecting the termination. Similarly, in the Divisional Court’s decision in *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 (which was decided in the context of an N5 Notice of Termination but is routinely applied to all notices of termination), the court found that a notice of termination must contain particulars. The court’s decision states, “particulars should include, dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant”.
6. I find that to satisfy the requirements of s.43(2) and *Ball*, an N8 notice must provide the date on which rent is due and the date(s) on which the landlord asserts that rent was actually paid for each month that the landlord is asserting late payment. Providing these details at the hearing does not satisfy the requirement for adequate particulars to be contained in the notice when it was given to the Tenant.

It is ordered that:

1. The application is dismissed.

January 21, 2026

Date Issued

Dawn Carr

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.