



Order under Section 69 Residential Tenancies Act, 2006

Citation: Nanhu v Freestone, 2026 ONLTB 7919

Date: 2026-01-28

File Number: LTB-L-101675-25

In the matter of: 4, 2478 KINGSTON RD
SCARBOROUGH ON M1N1V3

Between: Ram Nanhu Landlord

And

Darel Freestone Tenants
Sherwin Mahabir

Ram Nanhu (the 'Landlord') applied for an order to terminate the tenancy and evict Darel Freestone and Sherwin Mahabir (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

This application was heard by videoconference on January 21, 2026. The Landlord, the Tenant, Sherwin Mahabir, and the Tenants' Legal Representative, Gene Filice, attended the hearing.

Determinations:

Preliminary Issue – Validity of Notice

1. On October 30, 2025, the Landlord gave the Tenants an N8 notice of termination with a termination date of December 31, 2025 (the 'N8 Notice'). The N8 Notice alleges that the Tenants persistently failed to pay the rent on the date it comes due and payable. Under the details section of the N8 Notice, it states,

'Since January 2023, you have repeatedly paid your rent late and have short-paid the rent every month up to and including October 2025. This ongoing pattern of late and partial payments is the reason for this notice.'

2. The Tenants' Legal Representative submitted that the notice does not comply with section 43(2) of the *Residential Tenancies Act, 2006* (the 'Act'), which requires the Landlord to set out the reasons and details respecting the termination. In this regard, it was submitted that the Landlord failed to provide sufficient dates of the late payments and the partial payments and, as the Landlord receives payment directly from Ontario Works for the

Tenants' rent, the lack of dates makes it very difficult for the Tenants to understand the case to be met and prepare a response.

3. The Landlord submitted that the Tenants knew when they paid late and the details of the partial payments as the Landlord provided them with a ledger. Initially the Landlord stated that the ledger was uploaded to the Board's portal and then later stated that it was served with the N8 Notice. However, the N8 Notice makes no reference to an attached ledger and the certificate of service filed with the Board only states that the N8 Notice was served and does not refer to service of another document. Moreover, the Tenants denied that they received a copy of the ledger with the N8 Notice.

Analysis

4. Based on the evidence and submissions provided, I am not satisfied that the N8 Notice complies with the requirements under section 43 of the Act as it fails to set out sufficient particulars such as the dates of late payments and dates of the partial payments or non-payment. I am also not satisfied, based on the evidence provided, that the Landlord served a copy of the Tenants' ledger together with the N8 Notice.
5. The N8 Notice cannot be changed or amended, nor can it be bolstered with evidence and submissions given after its service. Accordingly, I find that the N8 Notice is void.
6. This reasoning is consistent with the Divisional Court in *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 (Div. Ct.) whereby the Court found that the notice was seriously deficient in that it failed to provide details about the reason for the notice, was void as a result, and the Member had no jurisdiction to make the order for termination that was requested. Although Ball was regarding an N5 notice of termination, in my view, the same principals apply to any notice of termination.
7. For the foregoing reasons, the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 28, 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.