



Order under Section 69 Residential Tenancies Act, 2006

Citation: Leslie Richmond Developments Limited c/o Marlin Spring v Choi, 2026 ONLTB 8494

Date: 2026-02-02

File Number: LTB-L-106381-25

In the matter of: 56 Millman Lane
Richmond Hill ON L4E3R9

Between: Leslie Richmond Developments Limited c/o Marlin Spring Landlord

And

Calvin Po Mun Choi Tenant

Leslie Richmond Developments Limited c/o Marlin Spring (the 'Landlord') applied for an order to terminate the tenancy and evict Calvin Po Mun Choi (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 19, 2026. Only the Landlord's Legal Representative, Kristen Wong, attended the hearing.

As of 10:57 a.m., 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:

Preliminary Issue – Validity of Notice

1. On September 5, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of November 30, 2025 (the 'N8 Notice'). The N8 Notice alleges that the Tenant persistently failed to pay the rent on the date that it was due and payable. However, no details were provided as to which months the Tenant failed to pay in full and on time.

2. Subsection 43(2) of the *Residential Tenancies Act, 2006* (the 'Act'), requires a landlord giving a notice of termination to set out the reasons and details respecting the termination. This is so that the tenant understands the case to be met and can prepare a response.
3. The Landlord's Legal Representative submitted that the Tenant was served with a notice of default and termination letter in relation to the unpaid occupancy fees or rent.
4. As explained at the hearing, a notice of termination 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 as it lacks sufficient particulars.
5. 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.
6. As the Board cannot order termination based on an invalid notice of termination, the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

February 2, 2026
Date Issued

Rachel Gibbons
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.