



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Pickle Lake Hotel Inc. v Gotell, 2026 ONLTB 8591

Date: 2026-01-28

File Number: LTB-L-099656-25

In the matter of: 9 Claude
PICKLE LAKE ON P0V3A0

Between: Pickle Lake Hotel Inc. Landlord

And

Clifford Gotell Tenants
Kirsten Gotell

Pickle Lake Hotel Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Clifford Gotell and Kirsten Gotell (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent; and
- the unit was given to the Tenants for the term of the Tenants' employment which has now ended.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on January 19, 2026. The Landlord's Agent, Donald Dalzell, the Landlord's Legal Representative, Carson Frankum, the Tenant, Clifford Gotell ('CG'), and the Tenants' Legal Representative, Amanda Winch, attended the hearing.

Determinations:

Preliminary Issue – Notice Period

1. According to the certificate of service filed with the Board, on November 28, 2025 the Landlord gave the Tenants an N8 notice of termination, with a termination date of December 31, 2025 (the 'N8 Notice'). This is less than the 60 days notice required by the *Residential Tenancies Act, 2006* (the 'Act') for a monthly tenancy.

2. The Landlord's Legal Representative submitted that the tenancy was a bi-weekly tenancy and, as such, the minimum notice requirement would be the same as a weekly tenancy, being 28 days.
3. The Tenants Legal Representative disputed that the tenancy was a bi-weekly tenancy and relied on email correspondence between the parties which was tendered as evidence. In the correspondence, the Landlord's Agent wrote to CG that he was writing to confirm that they had spoke the day before and that CG would be accepting the job as maintenance man, that the rate of pay would be \$28.00 per our and that the rent would be \$1,200.00 per month. CG also testified that there was never a discussion that the rent would be due bi-weekly or that the tenancy was a bi-weekly tenancy.
4. The Landlord's Agent admitted that there was never a discussion with the Tenants regarding the rent being due bi-weekly or that their rental period was by-weekly. Rather, the Landlord's Agent relied on the fact that CG was paid bi-weekly and that because CG's tenancy was a condition of his employment that the rental period naturally corresponded with the pay periods.

Analysis

5. Based on the evidence and submissions provided, I am not satisfied that the tenancy is a bi-weekly tenancy. In this regard, there was no written lease agreement and the only documentary evidence was the email correspondence between the parties which clearly states that rent is \$1,200.00 per month. Moreover, it was not disputed by the Landlord's Agent that a bi-weekly tenancy was never discussed with or agreed to by the Tenants.
6. Accordingly, I find on a balance of probabilities that the tenancy is a monthly tenancy and as such, the Landlord was required to give the Tenants at least 60 days notice pursuant to subsection 44(2) of the Act.
7. As the N8 Notice was not given at least 60 days prior to the termination date in the notice, the N8 Notice is void.
8. A notice of termination cannot be changed or amended and the Board does not have the discretion to alter the time requirements for notices to terminate tenancies.
9. As the Board cannot grant termination based on an invalid notice of termination, the eviction portion of the application was dismissed.
10. The Landlord's Legal Representative was given the option of proceeding with the claim for reasonable out-of-pocket expenses related to unpaid utilities or to withdraw the application. The Landlord's Legal Representative requested to withdraw the application and I consented to the request.

It is ordered that:

1. The eviction portion of the Landlord's application is dismissed. The remaining portion for compensation for failure to pay utility costs is withdrawn.

January 28, 2026
Date Issued

Rachel Gibbons
Member, Landlord and Tenants 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.