



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-101863-25

In the matter of: C, 56 SWEETNAM DR
STITTSVILLE ON K2S0T3

Between: Cavanagh Realty Inc. Landlord

And

Daniel Hoffmann Tenant

Cavanagh Realty Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel Hoffmann (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 22, 2026.

Only the Landlord Tammy Brazeau attended the hearing.

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. On May September 19, 2025, the Landlord served a N8 notice with a termination date of November 30, 2025. This application was filed on December 3, 2025.
2. Notwithstanding that the Tenant did not attend the hearing, the Landlord is required to establish that: (a) that the N8 is valid; and (b) that the Tenant was persistently late in paying rent.
3. At the outset of the hearing, I raised my concern that the N8 did not satisfy the requirements of subsection 43(2) of the *Residential Tenancies Act, 2006* (the 'Act'), which provides, in part:

43 (2) If the notice is given by a landlord, it *shall also set out the reasons and details respecting the termination* and inform the tenant that,... (emphasis added)

4. The N8 that was served on the Tenant provides:

1. since October 30, 2024, the tenant, Mr. Hoffman, has repeatedly failed to pay rent in full and on time. On October 30, 2024, January 27, 2025 and June 11, 2025, he provided payment plans, but in each case the plans were not kept. Payments have been made occasionally, but they have not been consistent or in the correct amounts. Despite numerous attempts ...

5. In *Ball v Metro Capital Management Inc.* **[[2002] OJ No 5931 (Div Crt)]** the Divisional Court considered subsection 43(2) of the Act and found that the purposes of requiring that a landlord provide reasons and details on a notice given pursuant to the Act was to: (a) allow the tenant to be in a position to know the case to be met before the Board; (b) allow the tenant to decide whether or not to dispute the allegations made by the landlord; and, in the case of a voidable notice, (c) allow the tenant to stop the conduct or activity or correct the omission. The Divisional Court found that, to be in compliance with subsection 43(2), a notice should include dates and times of the alleged conduct, together with a detailed description of the alleged conduct. **[*Ball v Metro Capital Management Inc.* [2002] OJ No 5931 (Div Crt), paras 10 and 12.]**
6. While *Ball* dealt with a notice of termination under section 64 of the Act, I find that the test established by the Divisional Court applies equally to notices of termination given pursuant to other provisions of the Act, including a notice given pursuant to subsection 58(1) based on allegations that a tenant has persistently failed to pay rent on the date that it becomes due. Subsection 43(2) applies to all notices delivered pursuant to the Act and as noted below, the Board has applied *Ball* to notices delivered pursuant to 58(1).
7. Applying the test in *Ball*, I find that a N8 that fails to identify the day the rent is due each month and does not include that number of times the tenant has been late in paying rent or when has rent been paid, does not satisfy the requirements of subsection 43(2). As noted by Vice-Chair Carey in TEL-85488-17:

....at a minimum, a notice under s. 58(1)(a) must inform the tenant that the landlord is asserting the tenant repeatedly pays the rent late and provide sufficient details of those late payments so the tenant knows the case to be met and can decide whether or not to dispute the allegations before the Board. [TEL-85488-17, [2017 CanLII 93838 \(ON LTB\)](#), para 12. See also TEL-05853-19, [2020 CanLII 61355 \(ON LTB\)](#), TEL-85490-17, [2017 CanLII 94114 \(ON LTB\)](#), TEL-91067-18, [2018 CanLII 113137 \(ON LTB\)](#)]

8. I find that to satisfy the requirements of subsection 43(2) and *Ball*, a N8 must provide the date on which the landlord asserts that rent was actually paid in the months that the landlord asserts that tenant paid the rent late. In my view, that information is necessary for the tenant to be in a position to know the case to be met before the Board and to decide whether or not to dispute the allegations made by the landlord in support of the request that the tenancy be terminated and the evicted. Applying the test in *Ball*, I find that the N8 failed to identify the day the rent is due each month and does not include the number of times the tenant has been late in paying rent or when has rent been paid, does not satisfy the requirements of subsection 43(2). As noted by Vice-Chair Carey in TEL-85488-17:
9. Based on the above, the Landlord requested to withdraw her L2 application without prejudice, and I consented to the request.

It is ordered that:

1. The Landlord's L2 application is withdrawn

February 3, 2026
Date Issued

Nathan Korenberg
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234