



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-000195-26

In the matter of: B, 685 GRAND AVE E
CHATHAM ON N7L1X6

Between: Pinnacle Freight Specialists Inc Landlord

And

Crystal Halls Tenant

Pinnacle Freight Specialists Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Crystal Halls (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 February 9, 2026.

Only the Landlord's President, Jack Desforge attended the hearing.

As of 10:25 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:

1. As explained below, the application is dismissed because the N8 notice of termination did not provide a termination date falling on the last day of the rental period being March 31, 2026 as required in Section 58(2) of the *Residential Tenancies Act, 2006* (the "Act").
2. Section 58(1) reads as follows: "A landlord may give a tenant notice of termination of their tenancy on any of the following grounds: 1. The tenant has persistently failed to pay rent on the date it becomes due and payable."

58(2) states "The date for termination specified in the notice shall be at least the number of days after the date the notice is given that is set out in section 44 and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term." Section 44 sets out that the period of time is 60 days.

3. On January 2, 2026, the Landlord gave the Tenant an N8 notice of termination by leaving it in the Tenant's mailbox with the termination date of March 4, 2026. The Landlord claims that the Tenant has been persistently paying the rent late.
4. The Landlord confirmed that the lawful monthly rent was due on the first day of each month.
5. Based on the submissions before me, I find that the lawful monthly rent was due on the first of each month and that the last day of the rental period would be March 31, 2026 and not March 2, 2026 as outlined in the notice. I find that the notice does not comply with section 58(2) of the Act.
6. I find that the notice is defective and as such the application must be dismissed.

It is ordered that:

1. The Landlord's application must be dismissed.

February 11, 2026
Date Issued

Carrie Bertrand
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.