



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-000040-26

In the matter of: 31 Canal Bank Rd
PORT COLBORNE ON L3K2M6

Between: Ashley Agnew Landlord

And

Alyshia Garringer Tenant

Ashley Agnew (the 'Landlord') applied for an order to terminate the tenancy and evict Alyshia Garringer (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on February 9, 2026.

Only the Landlord attended the hearing.

As of 10:01 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.

Preliminary Issue:

1. I raised a preliminary issue regarding the N8 notice of termination whereby the Landlord alleged that the Tenant has been continuously paying their rent late since December of 2023. The notice spoke about the Landlord's efforts to work with the Tenant by changing the due date of the rent and accepting partial payments throughout the term of the lease. No specific dates were detailed whereby the Tenant paid rent late and no ledger was provided to show the history of the late payments.
2. Section 43(2) of the *Residential Tenancies Act, 2006* (hereinafter referred to as the "Act") states "If the notice is given by a landlord, it shall also set out the reasons and details respecting the termination..."

3. In *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, the Divisional Court set out that notices must include dates and times of the alleged conduct along with a detailed description of the alleged conduct. The Tenant must know what the case is that they have to meet and to decide whether to dispute the notice. This notice provided a history of the parties' interactions regarding the late rent but did not include the specific dates that the Tenant had paid the rent late. Without having a listing of the specific dates that the Tenant was allegedly late with their rent, the Tenant is not fully aware of the case that they have to meet.
4. The Landlord responded that she had bent over backwards to assist the Tenant with the issue of persistently late rental payments and she felt that her N8 notice was sufficient as it showed how much she tried to help the Tenant. I again explained that the information that is in the notice must have sufficient details of the Tenant's alleged actions so that the Tenant is able to know what the case is to be met.
5. I find that the N8 is defective because it is deficient in detail and it contravenes subsection 43(2) of the Act and the principles set out in *Ball v. Metro Capital Property*. As such, the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

February 13, 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.