



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-003382-26

In the matter of: 2, 2839 BATHURST ST
NORTH YORK ON M6B3A4

Between: Murray Leslie Silverman Landlord

And

ROLAN GARME Tenant

Murray Leslie Silverman (the 'Landlord') applied for an order to terminate the tenancy and evict ROLAN GARME (the 'Tenant') because:

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

This application was heard by videoconference on February 18, 2026.

Only the Landlord and the Landlord's Legal Representative, Naphtali Silverman, attended the hearing.

As of 9:29 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 Landlord's N8 notice is defective, and therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 11, 2026, the Landlord gave the Tenant an N8 notice of termination with a termination date of March 15, 2026.
4. Sections 44 and 58(2) and of the *Residential Tenancies Act, 2006* (Act) requires that an N8 served in relation to a monthly tenancy contain a termination date that is last day of the rental period.

5. The documentary evidence provided shows this is a month-to-month tenancy, and rent is due on the 10th of the month, which would generally, in the absence of evidence to the contrary, make the end of the rental period the 9th day of the month.
6. The Landlord testified that the Tenant's friend asked for rent to be due on the 15th of each month to accommodate when the Tenant is paid. The Landlord testified the last 6 payments have been on the 15th of the month. The Landlord further testified that as rent is due on the 15th of the month now, that the end of the rental period has changed.
7. Whether the end of the rental period is the 9th or the 14th, the N8 notice is invalid. I am not satisfied that the Landlord has established on a balance of probabilities that the rental period was changed based on the Landlord accepting rent on the 15th instead of the 10th, as no documentary evidence was provided to support this assertion. In the alternative, if the 15th is the start of a rental period, the 14th would be the end of the rental period, and the date of termination is March 15, 2026, which is not the end of a rental period.
8. Therefore, the N8 notice is invalid, and the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 9, 2026
Date Issued

Allana McComb
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.