



**Order under Subsection 74(2) and 69
Residential Tenancies Act, 2006**

File Number: LTB-L-063750-25

In the matter of: 137 Allegranza Ave
Vaughan ON L4L1A6

Between: DanaBela Corporation Landlord

And

Emanuele Lisi Tenants
Tania Lisi

DanaBela Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Emanuele Lisi and Tania Lisi (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe (L1 Application).

The Landlord also applied for an order to terminate the tenancy and evict the Tenants because the Tenants have been persistently late paying the rent (L2 Application).

These applications were heard by videoconference on March 5, 2026.

The Landlord Vitaly Amrom, the Landlord's Legal Representative Tiffany Corradetti and the Tenants' Legal Representative Lisa Duchene attended the hearing.

Determinations:

L1 Application

1. The Landlord's Legal Representative, Ms. Corradetti advised the LTB that as of October 6, 2025, the Tenants had paid all the rent that was in arrears and all additional rent that would have been due under the tenancy agreement for the period ending October 31, 2025, and the filing fee.
2. Pursuant to section 74(2) of the *Residential Tenancies Act, 2006* (the Act), the Landlord's application for an order terminating the tenancy and evicting the Tenants based upon arrears of rent is discontinued.

L2 Application

3. At the hearing, the Tenants' Legal Representative, Ms. Duchene, submitted the N8 Notice of Termination does not sufficiently set out to the Tenants the

Landlord's allegations. When I reviewed the file prior to the hearing, I also had some concerns with the notice.

4. The N8 Notice states "See Attached Schedule A". TOP does not contain a Schedule A despite the application being filed on August 1, 2025 and more than seven months had passed to this hearing date. Ms. Corradetti stated the Schedule A was served to the Tenants along with a ledger when the N8 Notice was served.

5. Paragraph 1 of section 53 of *Ontario Regulation 516/06* states:

If the application is with respect to a notice of termination on any ground, a copy of the notice of termination and a certificate of service of the notice of termination, if notice was given by the landlord.

6. In my view, the copy of the Notice of Termination includes attachments and additional documents that form the complete Notice. During the hearing, while the issue was being discussed, Ms. Corradetti looked for the Schedule A she stated was served with N8 Notice. However, the document was not provided for my review and as such I could not consider it.
7. This left only the attached ledger that was uploaded to TOP with the application. The ledger dates back to August 1, 2023. Neither the main N8 Notice document nor the ledger contain a summary asserting the number of times the Tenants have paid the rent late in any specified period of time.
8. After discussing the issue with the Landlord's Legal Representative, Ms. Corradetti for several minutes, her position was the ledger provides sufficient information to the Tenants to know the claims being made.
9. I directly asked Ms. Corradetti how many months the Landlord is claiming rent was paid late since 2023. Despite having the benefit of the ledger and presumably the unsubmitted Schedule A, Ms. Corradetti was unable to provide an answer. Instead, she stated she would have to review her notes.
10. Essentially in this case, the Landlord gave an N8 Notice of Termination and attached a ledger to it expecting the Tenants to figure out the details of the Landlord's claim. Something Ms. Corradetti herself seemed to have difficulty doing when asked by me.
11. 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 a detailed description of the alleged conduct. In *Ball*, a notice that did not meet these requirements was found void.

12. Requiring the Tenants to embark on a line-by-line review of the Landlord's ledger evidence and then distill it down to a clear allegation is in my view, a confusing proposition. In my view, this is not in keeping with the Landlord's obligations as set out in *Ball* and section 43(2) of the Act. The Landlord must set out their claims in a clear manner that is not confusing and I do not find this was done in this case. As such, I found the N8 Notice of Termination was invalid and I dismissed the L2 application.

It is ordered that:

1. The Landlord's L1 application is discontinued to October 31, 2025.
2. The Landlord's L2 application is dismissed.

March 13, 2026

Date Issued

John Cashmore

Member, Landlord and Tenant 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.