



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-101669-25

In the matter of: 11 Millman Lane
Richmond Hill ON L4E3R9

Between: Leslie Richmond Developments Limited c/o Marlin Spring Landlord

And

Yonglin Zhao Tenant

Leslie Richmond Developments Limited c/o Marlin Spring (the 'Landlord') applied for an order to terminate the tenancy and evict Yonglin Zhao (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 2, 2026.

Only the Landlord's representative Ciara Halloran attended the hearing.

As of 9:59am, 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, I find that the Landlord served the Tenant with an invalid N8 notice of termination. Therefore, the Board does not have the jurisdiction to consider the Landlord's application for eviction pursuant to section 69 of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord's application is dismissed.
2. The Landlord served a notice of termination under section 58(1). This section sets out the following

58(1) A Landlord may give a Tenant a notice of termination of their tenancy of any of the following grounds:

- The tenant has persistently failed to pay rent on the date it becomes due and payable.
3. The Landlord served the notice of termination on June 26, 2025. The notice of termination contains the following allegations:
 - The Tenant entered into an Agreement of Purchase and Sale, dated February 21, 2021, for the purchase of the above-noted property.
 - The Agreement of Purchase of Sale created a tenancy in good faith and was scheduled to close on June 16, 2025.
 4. In order for the Landlord to be successful on this application, the notice of termination must demonstrate that the Tenant has been persistently late in paying their rent.
 5. The N8 notice of termination does not include sufficient reasons and details of the alleged late payments, such as the months in which rent was paid late or the dates rent was paid. As a result, I find that the notice does not comply with section 43(2) of the Act and is invalid.
 6. This order contains all the reasons within it and no further reasons shall be issued.

It is ordered that:

1. The Landlord's application is dismissed.

March 20, 2026
Date Issued

Reshad Nazeer
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.