



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-006343-26

In the matter of: A, 67 DANIEL ST
Smiths Falls ON K7A1J8

Between: Jennifer McMaster Landlord

And

Trevor Chambers Tenant

Jennifer McMaster (the 'Landlord') applied for an order to terminate the tenancy and evict Trevor Chambers (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on March 19, 2026.

Only the Landlord attended the hearing.

As of 10:43 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:

L1 Application – Non-Payment of Rent

Preliminary Issue: Service of N4 Notice

1. The Landlord confirmed they served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) on December 12, 2025. The termination date on the N4 Notice was December 15, 2025.
2. Section 59(1) of the *Residential Tenancies Act, 2006* ('Act') states:

(1) If a tenant fails to pay rent lawfully owing under a tenancy agreement, the landlord may give the tenant notice of termination of the tenancy effective not earlier than,

- (a) the 7th day after the notice is given, in the case of a daily or weekly tenancy; and
- (b) **the 14th day after the notice is given, in all other cases.**

[Emphasis added]

- 3. As the N4 Notice was served less than 14 days before the termination date listed on the notice, the N4 Notice is therefore deemed to be invalid. The Landlord was given the option of either withdrawing the L1 portion of the application or proceeding to claim only the arrears owing without eviction. The Landlord chose the latter option.

Arrears Owing:

- 4. As of the hearing date, the Tenant was still in possession of the rental unit.
- 5. The lawful rent is \$1,850.00. It is due on the 1st day of each month.
- 6. The Tenant has not made any payments since the application was filed.
- 7. The rent arrears owing to March 31, 2026 are \$6,400.00.
- 8. There is no last month's rent deposit.
- 9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

L2 Application – Persistent Late Payment of Rent

- 10. On January 22, 2026, the Landlord gave the Tenant an N8 notice of termination under s. 58(1) of the Act. The termination date on the notice was March 23, 2026.
- 11. The Landlord confirmed that rent is due on the 1st day of each month. Therefore, the end of the rental period is the last day of each month.
- 12. Section 44(2) of the Act states:

(2) A notice under section 47, 58 or 144 to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective and **that date shall be on the last day of a rental period.**

[Emphasis added]

- 13. The same requirement that the termination date listed on the N8 notice be the last day of the rental period is also found in s. 58(2) of the Act.
- 14. The correct end of the rental period therefore would have been March 31, 2026, and not March 23, 2026. Consequently, the N8 notice is deemed to be invalid, and the L2 portion of the application must be dismissed.

It is ordered that:

L1 Application – Non-Payment of Rent

1. The Tenant shall pay to the Landlord \$6,586.00. This amount includes rent arrears owing up to March 31, 2026 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before April 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 12, 2026 at 4.00% annually on the balance outstanding.

L2 Application – Persistent Late Payment of Rent

3. The L2 application is dismissed.

March 31, 2026

Date Issued

Fotoula Hatzantonis

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.