



Order under Section 69 Residential Tenancies Act, 2006

Citation: 273 St. George Street Holdings Inc v Mana, 2026 ONLTB 40455

Date: 2026-05-22

File Number: LTB-L-019920-26

In the matter of: 6, 273 ST. GEORGE ST
TORONTO ON M5R2P8

Between: 273 St. George Street Holdings Inc Landlord

And

Zeinab Ahmed Mana Tenant
Amal Ali Salad Sabrie

273 St. George Street Holdings Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Zeinab Ahmed Mana and Amal Ali Salad Sabrie (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 May 13, 2026.

Only the Landlord's Legal Representative, Mark Ciobotaru, attended the hearing.

As of 10:18 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. The Landlord's Legal Representative indicated that the Tenant vacated the rental unit on April 30, 2026 and asked the Board to award the Tenant the application filing fee, and award daily compensation as the Tenant did not pay their rent in full up to the time the Tenant vacated the rental unit.
2. In order for the Board to award daily compensation and the filing fee, the Landlord must be successful in their application.

3. I raised a preliminary issue concerning the N8 Notice of Termination (N8 Notice) that the N8 Notice did not contain enough details for the Tenant to understand the case to be met as there are no specific dates to indicate when the Tenant was late paying the rent. The N8 Notice contained the following allegations:

You have been repeatedly paid your rent late throughout your tenancy. When the first N8 was served in August you had already been served with nine N4 Notices and an L1 application had been filed as a result of continued non payment. Although the arrears were paid at the hearing, the pattern of late payment has continued. Since the first N8 was served you have been served with three additional N4 Notices for late or unpaid rent. Despite repeated notices and opportunities to correct this behavior, the late payments have persisted and the issue has not improved. This ongoing pattern has caused significant disruption to the management of the property.

4. The Landlord's Legal Representative indicates that it was not his office who wrote the N8 Notice and that they were retained after the fact. The Landlord's Legal Representative submits that the N8 Notice is substantially compliant because in the N8 Notice the Landlord mentions that the Tenant was served with a total of twelve N4 Notices for late or unpaid rent, and that the Tenant ought to have known the dates as the N4 Notices contained those dates and were served on him.
5. Section 212(2) was added to the *Residential Tenancies Act, 2006* (the 'Act') to clarify how, even in the face of errors, the contents of documents, forms, and notices - in this case the N8 Notice - may still be sufficient if it is substantially compliant, so long as there is no significant prejudice to a party's ability to participate in a proceeding because of the error.
6. Subsection 43(2) of the Act provides that in any notice of termination a landlord shall provide reasons and details respecting the termination.
7. In *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 the Divisional Court held that requiring a landlord to give reasons and details serves multiple purposes. These are that:

[10]... the tenant needs know the specific allegations against her in order:

(i)to be in a position to know the case that must be met;

(ii)to decide whether to dispute the allegations made against her before the Tribunal; or

(iii)to consider whether to stop the conduct or activity or correct the omission within seven days and thereby void the service

8. *Ball* was decided based on a different type of notice of termination than an N8 Notice; nonetheless, the Divisional Court's reasoning with respect to the first two points is equally applicable.
9. I find that the Landlord's failure to properly identify the specific dates for which rent was paid late failed to satisfy the requirements in *Ball* and that the N8 Notice is therefore invalid.

10. I do not find this is a technical or trivial error. Put another way, I find that accepting the N8 Notice as sufficient due to substantial compliance would significantly prejudice the Tenant's ability to participate in the hearing as they would have been deprived of one of the fundamental purposes of a notice of termination-to be able to know the case they had to meet. As a result, I found the N8 Notice invalid.

11. The application shall be dismissed.

12. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The application is dismissed.

May 22, 2026
Date Issued

Paula West Oreskovich
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.