



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-021345-26-HR

In the matter of: 149 Beckwith Street North
Smith Falls, ON K7A2C7

Between: Amy McNeilly Landlord

and

Enya Phillips Tenant

HEARING ORDER

Amy McNeilly (the 'Landlord') applied in a N8-based L2 application seeking an order to terminate the tenancy and evict Enya Phillips (the 'Tenant') because the Landlord claimed that the Tenant has been persistently late in paying their rent.

This application was heard by videoconference on May 19, 2026. Only the Landlord attended the hearing. As of 9:38am (the hearing was scheduled to start at 9am) the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB by mail to the rental unit address on April 14, 2026 (deemed served on the Tenant April 19, 2026). There was no record of a request to adjourn or reschedule the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. I raised a preliminary issue that the claims made by the Landlord in the N8 Notice of Termination lacked adequate details and particulars. The Landlord's description and details about the reasons for the notice only contained a narrative about the partial payment history the Landlord had experienced. The narrative did not contain details or particulars about the date rent is due and owing, or the amount of rent owing per period (weekly, monthly, etc as per the contract).
2. The N8 Notice did not contain the minimum details recommended in the Board's instruction sheet for how to fill out a N8 form, including but not limited to: *"If you selected...Reason 1: the tenant has persistently paid rent late. You should include....When rent is due, the dates the tenant paid rent, the amount the tenant failed to pay and what periods those payments were for."*

3. The requirement that Notices of Termination contain enough reasons and details comes from section 43 of the *Residential Tenancies Act, 2006*, S.O. 2006, c.17 (the 'Act') which states in subsection 43(2): "*If the notice is given by a landlord, it shall also set out the reasons and details respecting the termination and inform the tenant...*". (emphasis mine)
4. The Court discussed what amounts to adequate "reasons and details" in *Ball v. Metro Capital Property [2002] O.J. No. 5931 (Divisional Court)*. The Court also explained why such details were important, and what sorts of things a tenant should be informed about. Tenants needs to know the specific allegations against them, to be in a position to know the case that must be met; and to decide whether to dispute the allegation at a hearing.
5. For procedural fairness, the Tenant must receive enough reasons and details in the Notice of Termination so they can understand what the Landlord is accusing them of, and for the Tenant to decide whether to defend the claim or vacate by the termination date offered in the Notice of Termination.
6. Since the N8 Notice failed to provide adequate reasons and details, the Landlord did not comply with the Act or leading case law. The N8 Notice is therefore fatally defective. The L2 application cannot succeed with a defective N8 Notice. As a result, the application is dismissed.

It is ordered that:

7. The application is dismissed.

May 27, 2026
Date Issued

Michelle Tan

Vice Chair, 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.