



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Suppa v Loader, 2026 ONLTB 43234

Date: 2026-06-02

File Number: LTB-L-096574-25

In the matter of: 95 DYER DR
WASAGA BEACH ON L9Z1E5

Between: Maria (Mary) Suppa Landlord

And

Paul Samuel Loader Tenant

Maria (Mary) Suppa (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Samuel Loader (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises, and the Tenant has been persistently late in paying the Tenant's rent.

The Landlord further applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on April 23, 2026. Only the Landlord and the Landlord's agent Rosalie Suppa attended the hearing.

As of 12:41p.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.

Determinations:

1. As explained below, the Landlord's application is dismissed.
2. The Tenant is still in possession of the rental unit.
3. At the hearing, the Board raised a preliminary issue with respect to validity of all the notices of termination relied upon by the Landlord for the basis of eviction. These included an N4, N8, and first N5 Notice of Termination.

4. With respect to the N4 Notice of termination, one of the entries on this notice referenced that from August 19, 2025, to August 31, 2025, the rent charged was \$729.16. The Tenant has not paid this amount; thus, the Landlord seeks the arrears owing for this period. The Landlord's agent advised that the rent for August 2025 was \$2,206.31. Based on the Monthly rent, the daily rent/compensation is \$72.54. This amount is calculated as follows: $\$2,206.31 \times 12$, divided by 365 days. Thus, the daily rent from August 19, 2025, to August 31, 2025, equates to \$870.48. A N4 notice must correctly state the rent charged and the rental period for which the rent is charged. Subsection 59(2) of the *Residential Tenancies Act, 2006* (the 'Act') provides that "the notice of termination shall set out the amount of rent due and shall specify that the Tenant may void the termination of the tenancy by paying, on or before the termination date specified in the notice, the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment of the tenant." Thus, the content of the N4 Notice must be certain and unambiguous to allow the Tenant to know at the time of service what the correct rent charged is, and what the correct rent owing is for specific periods to avoid the termination of the tenancy. Since the N4 notice states the wrong amount of rent charged for the rental period from August 19, 2025, to August 31, 2025, the N4 notice is invalid.
5. Regarding the N8 Notice of termination, the Landlord included a schedule with this notice which referenced that the rent was due on the 19th and dates referencing that the rent was due on the 1st of the month. The Termination date on this N8 Notice of termination was December 31, 2025. The Landlord's agent advised that the tenancy agreement between the parties is a month to month, and that the rent was previously due on the 19th of each month but later it had changed to it being due on the 1st of the month. The Landlord's agent did not provide sufficient evidence as to whether the parties mutually agreed to having the rent changed to the 1st of the month. Neither did the Landlord adduce any amendments to the lease agreement. The Board was not satisfied that the termination date on the N8 notice was the last day of the rental period as required under section 58(2) of the Act. Thus, the N8 notice is not valid.
6. The Landlord also relied on a first non-voidable N5 Notice pursuant to subsection 62 of the Act with a termination date of November 22, 2025. The Landlord indicated on this notice that the Tenant could void this notice within 7 days after receiving the notice, if the Tenant paid the Landlord \$3,500.00 to repair the damaged property, or \$5,000.00 to replace the damaged property. The details and reasons contained in this notice referenced costs related to cleaning. I determined that "cleaning" does not meet the definition of "damage" as contemplated under the subsection 89 of the Act. These costs are related to substantial interference. Since the amounts required to void this notice included costs for cleaning, the amounts were not correct, and thus the N5 Notice is not valid.
7. The Landlord was provided the option to proceed with their claim for arrears and their costs for damages on their application, without the possibility of eviction. The Landlord advised that they did not want to proceed with their claim for rent arrears and costs for damage. I understood this to mean that the Landlord elected to withdraw their claim for compensation under subsection 87 and 89 of the Act.
8. Accordingly, the Landlord's application is dismissed.

9. This order contains all the reasons for the decision within it and no further reasons will be issued

It is ordered that:

1. The Landlord's application is dismissed.

June 2, 2026
Date Issued

Inderdeep Padda
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234