



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-033537-26

In the matter of: 708, 138 PEARS AVE
TORONTO ON M5R3K6

Between: St. Clare's Housing Landlord

And

Destiny Perrault Tenant

St. Clare's Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Destiny Perrault (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on June 16, 2026.

Only the Landlord's legal representative, Sana Hayat, attended the hearing. Toby Druce and Ted Yoon also attended the hearing on behalf of the Landlord.

Throughout the entire hearing block, 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, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On March 26, 2026, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month.
4. In the N8 notice of termination the Landlord alleged that the Tenant:

“has persistently paid rent late over the last year, often times missing rent payments for a couple of months and then making a lump sum payment. The Tenant has also been served N4 in April 2025, June 2025, and January 2026, but the late payment issue persists.”

5. The Ontario Divisional Court in *Ball v. Metro Capital Property and Lockhurst* (December 19, 2002), Toronto Docket No. 8/02, found that subsection 43(2) of the Act requires that a notice served upon a tenant must include dates and times of the alleged offensive conduct with a detailed description of the alleged conduct engaged in by the tenant.
6. My review of the N8 notice of termination and the attached ledger determined that the Form N8 served upon the Tenant does not include the dates when the Tenant was late in payment of her rent, how late she has been and for how long this conduct has been going on.
7. Trying to find the information in the attached ledger, which included multiple entries aside from rent, was utterly confusing. As such, I am not satisfied that the Tenant was provided with sufficient detail in the N8 notice of termination to meaningfully respond to the allegations.
8. Therefore, the Form N8 served upon the Tenant is defective, and the Board cannot consider the Landlord’s application to terminate the tenancy on the basis that the Tenant has been persistently late in paying their rent.

It is ordered that:

1. The Landlord’s application is dismissed without prejudice.

June 25, 2026
Date Issued

Jana Rozehnal
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.