



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-032478-26

In the matter of: 5294 HAMILTON ST
NIAGARA FALLS ON L2E2W4

Between: Miki Richardson Landlord

And

Courtney McRae
Antonio (Tony) Cirillo Tenant

Miki Richardson (the 'Landlord') applied for an order to terminate the tenancy and evict Courtney McRae and Antonio (Tony) Cirillo (the 'Tenant') because:

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

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement (*L2 Application Section 88.2*).

This application was heard by videoconference on June 17, 2026.

The Landlord and one of the Tenants, Courtney McRae, attended the hearing

Determinations:

Preliminary issue – validity of the N8 notice

1. At the onset of the hearing, we raised a preliminary issue regarding the N8 notice. The N8 notice states that there were N4 notices issued in 2023, 2024 and one in 2026. The notice does not list the dates payments were late or missed, it simply lists various N4 notices were served.
2. For persistent late payments of rent, the Board must be able to assess how often and for how long payments were late. A tenant is also entitled to know the case that is against them. An N8 notice that lists only various N4 notices, without the actual payment dates, does not provide sufficient particulars. Without that information, the Tenant cannot know precisely what lateness is being alleged or assess whether the persistent characterization

is accurate.

3. We find that the N8 notice lacks sufficient particulars to meet the standard described in *Ball V. Metro Capital Property, [2002] O.J. No. 5931 (Div. Ct.)*. As a result, the N8 notice is invalid and this portion of the L2 application must be dismissed.

L1 Application – Non-Payment of Rent

4. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,003.63. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$33.00. This amount is calculated as follows: \$1,003.63 x 12, divided by 365 days.
8. The Tenant has paid \$2,903.63 to the Landlord since the application was filed.
9. The rent arrears owing to June 30, 2026, are \$386.19.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$790.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
12. Interest on the rent deposit, in the amount of \$162.34 is owing to the Tenant for the period from April 1, 2015, to June 17, 2026.
13. The Tenant does not dispute the amount of arrears claimed by the Landlord and stated that this amount can be paid off by June 30th, 2026. There is no need for the board to address section 83 of the Act for the purposes of the L1 application. A standard 11-day order for the L1 application will be issued. The Tenant is provided more time than she testified to needing at the hearing to pay the Landlord the arrears and costs to void the L1 application.

L2 Application – Utility Costs (Section 88.2)

14. The Landlord and Tenant agree that the Tenant has failed to pay the utility costs associated with the tenancy in the amount of \$299.28. As such, the Landlord is entitled to these costs, and an order will issue accordingly. The Tenant advised that she could have this amount paid by July 20th, 2026, and the Landlord agreed to this payment date.

It is ordered that:

L1 Application – Non-Payment of Rent

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$572.19 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$1,575.82 if the payment is made on or before July 6, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after July 6, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before July 6, 2026.**
 5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$822.78. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$33.00 per day for compensation for the use of the unit starting June 18, 2026, until the date the Tenant moves out of the unit.
 6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
 7. If the unit is not vacated on or before July 6, 2026, then starting July 7, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 8. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after July 7, 2026.

L2 Application – Persistent Late Payment of Rent

9. This portion of the L2 application is dismissed.

L2 Application – Utility Costs (Section 88.2)

10. On or before July 20th, 2026, the Tenant shall pay to the Landlord \$299.28, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of

the unpaid utility costs owed by the Tenant.

11. If the Tenant does not pay the Landlord the full amount owing on or before July 20th, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 21st, 2026, at 4.00% annually on the balance outstanding.

June 25, 2026
Date Issued

Richard Dehaan
Member, Landlord and Tenant Board

Vicky Liu
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on January 7, 2027 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$3,289.82
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,903.63
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$572.19

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 6, 2026

Rent Owing To July 31, 2026	\$4,293.45
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,903.63
Total the Tenant must pay to continue the tenancy	\$1,575.82

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$2,847.19
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,903.63
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$790.00
Less the amount of the interest on the last month's rent deposit	- \$162.34
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$(822.78)
Plus daily compensation owing for each day of occupation starting June 18, 2026	\$33.00 (per day)