



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

File Number: LTB-L-036785-26

In the matter of: 410, 430 GILES BLVD W
WINDSOR ON N9A6H6

Between: Joshua MacKay Landlord

And

Carmen Proulx Tenant

Joshua MacKay (the 'Landlord') applied for an order to terminate the tenancy and evict Carmen Proulx (the 'Tenant') because:

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

This application was heard by videoconference on June 24, 2026.

Only the Landlord attended the hearing.

As of 9:34 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 applied to terminate the tenancy based on an N8 notice of termination. For the reasons that follow, the N12 notice is invalid. Therefore, the application is dismissed.
2. On April 27, 2026, the Landlord gave the Tenants an N8 notice of termination. The N8 Notice is served pursuant to section 58(1) of the Act for persistently late rent payments. The relevant sections of the Act are as follows:

Notice at end of term or period, additional grounds

58 (1) A landlord may give a tenant notice of termination of their tenancy on any of the following grounds:

1. The tenant has persistently failed to pay rent on the date it becomes due and payable.

Period of notice

(2) The date for termination specified in the notice shall be at least the number of days after the date the notice is given that is set out in section 44 and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.

3. The termination date on the N8 Notice is June 27, 2026.
4. Based on the evidence before me, the Landlord has failed to meet the requirements of section 58(2). I say this for the following reason.
5. The Landlord testified that they paid rent on the first of each month and submits that the rental period ends on the last day of the month. The Landlord acknowledged the rent is payable on the first day of each month.
6. Given the termination date of June 27, 2026, on the N8 notice, the Landlord did not specify the day a period of the tenancy ends as the termination date on the N8 notice.
7. Page 2 of the N8 notice form clearly states:
8. Also, the termination date must be the last day of the rental period. For example, if you pay rent on the first of each month, the termination date must be the last day of a month.
9. As a result of the defect with the N8 notice, I find the notice to be invalid. The tenancy cannot be terminated based on an invalid notice of termination. Therefore, the application is dismissed.

It is ordered that:

1. The Landlords' L2 application is dismissed.

June 30, 2026
Date Issued

Vinuri Sivalingam
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.