



**Order under Section 69 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-086318-25

In the matter of: Upper Unit, 715 RANDOLPH AVE
WINDSOR ON N9B2T7

Between: Ramandeep Singh Sahni Landlord

And

BRANDIN JUSTICE STARBUCK WARD Tenant
CHRISTINA ANN MCGILL

Ramandeep Singh Sahni (the 'Landlord') applied for an order to terminate the tenancy and evict BRANDIN JUSTICE STARBUCK WARD and CHRISTINA ANN MCGILL (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- 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 number of persons living in the unit on a continuing basis is more than permitted by health, safety or housing standards.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Ramandeep Singh Sahni (the 'Landlord') also applied for an order requiring BRANDIN JUSTICE STARBUCK WARD and CHRISTINA ANN MCGILL (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.

Ramandeep Singh Sahni (the 'Landlord') also applied for an order requiring BRANDIN JUSTICE STARBUCK WARD and CHRISTINA ANN MCGILL (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 December 2, 2025.

The Landlord, the Landlord's witness, Fahmider Singh, and the Tenants attended the hearing.

Determinations:

Service of the N5

1. The Landlord seeks termination of the tenancy. The Landlord served the Tenants with two N5 Notices of Termination. Both N5 Notices of Termination have all three grounds for termination marked off – substantial interference, wilful/negligent damage and overcrowding.
2. The Tenant raised a preliminary issue that the N5 Notices of Termination were not served properly as they were taped to the Tenant's door.
3. The Landlord provided oral evidence that he personally served both N5 notices on the Tenant, Christina McGill. In addition to his oral evidence, the Landlord uploaded 2 certificates of service to support that he personally served the Tenant, Christina McGill, on September 24, 2025 with the first N5 notice and on September 26, 2025, he served the same Tenant with the second N5 notice.
4. The Landlord also further testified that he signed both the certificates of service on the same date.
5. The Tenant originally provided oral evidence in relation to the initial preliminary issue that he was provided the first N5 notice of September 25, 2025, as it was taped to his door. The first notice was not in an envelope, and it was just the 3 pages taped to the door. He indicated that he became aware of the first notice on September 25, 2025. The Tenant further testified that the second N5 notice was in an envelope, and it was taped to his door on September 27, 2025. He opened the envelope later that evening several hours later as he witnessed the Landlord attend the property alone.
6. There was evidence uploaded in the portal, which was an email from Fancy Links dated September 15, 2025, and within in that email it mentioned a notice being on the door.
7. When I asked the Landlord about this notice, he explained that the notice Fancy Links is referring to is a handwritten notice to the Tenants about the trampoline issues.
8. The Landlord's witness, Fahmider Singh, provided oral evidence that he attended the property with the Landlord in relation to the service of the documents. He provided oral evidence that it was September 24 or September 26, or possibly sometime in October, but he was sure it was September to the best of his knowledge.
9. The Tenant provided additional oral evidence in relation to the preliminary issue that the second N5 notice was not served as per the certificate of service, as Christina McGill and himself were at Circle K (a convenience store), and that his 17-year-old daughter called them to let them know that the Landlord taped another notice on the door.
10. This time, the Tenant provided testimony that the first N5 was received September 6, 2025, and that the second N5 was received September 27, 2025, both being taped to the door. The Tenant further testified that there was no handwritten notice taped to his door in relation to a trampoline complaint. He confirmed October 6, 2025, that they received a notice on the door about their dog.

11. Upon hearing all the evidence, I wanted to confirm with the Landlord the dates he served the first N5 notice and the second N5 notice. The Landlord confirmed again that he served the first N5 notice on September 24, 2025, and the second N5 notice on September 26, 2025. I confirmed with the Landlord that this was in relation to the dates the notices were served and not the termination dates, and the Landlord confirmed.
12. After I explained to the parties that the Act requires a first N5 Notice to be provided to the Tenants at least 20 days before the termination date (see sections 62(2), 64(2) and 67(2)) and that the notice was given to the Tenant on the same date as the termination date, the Landlord changed his oral evidence and indicated that he provided the first N5 notice on September 3, 2025. The Landlord further went on to testify that the certificate of service date was the same as the termination date and that was how he did it. However, I prefer the evidence the Landlord gave before I explained the consequences of insufficient notice.
13. After hearing all of the evidence before me, I am not satisfied that the first N5 notice was served in accordance with the Act, and/or that it was served at least 20 days before the termination date. I do not have reliable evidence to determine the exact date that the first N5 notice was served, but there was no evidence before me to establish that it was 20 days before the termination date on the first N5 notice. Accordingly, I find that the first N5 Notice is invalid.
14. With the first N5 not being served properly, this makes the second N5 not valid. The second N5 Notice cannot stand in the place of a first N5 Notice because it indicates that it is not voidable. A tenant must have an opportunity to void a first N5 Notice.
15. Without a valid notice of termination to support the application, the request for termination of the tenancy must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 8, 2026
Date Issued

Samantha Greaves
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.