



Order under Section 69 Residential Tenancies Act, 2006

Citation: Pavlovski v Vargas, 2026 ONLTB 814

Date: 2026-01-08

File Number: LTB-L-075807-25

In the matter of: 612, 1818 BAYVIEW AVE
TORONTO ON M4G4G6

Between: Gina Pavlovski Landlord

And

Carlos Vargas Tenant
Zafiro Papadopoulos

Gina Pavlovski (the 'Landlord') applied for an order to terminate the tenancy and evict Carlos Vargas and Zafiro Papadopoulos (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 has been persistently late in paying the Tenant's rent.

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

This application was heard by videoconference on December 1, 2025.

The Landlord and the first-named Tenant attended the hearing.

Determinations:

N5

1. I brought up a preliminary issue with the Landlord's N5 notice of termination as I felt that it did not rise to the level of substantial interference which is required for this type of notice.
2. Section 64(1) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") states that "A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or

substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.” (Emphasis is mine.)

3. The Landlord’s N5 dated August 20, 2025 had a termination date of October 31, 2025 but the Landlord had provided no Certificate of Service. The N5 stated that on August 11, 2025 she received an email from property management alleging various condominium rule violations. She received a further letter on August 19, 2025 from the property management confirming that the Tenant had parked his vehicle in the visitors’ parking, improperly stored things outside of his locker unit and outside his door.
4. The Landlord submitted that this Tenant had been violating these condominium rules on multiple occasions and that this is substantially important to her as an owner of the condominium unit.
5. The Tenant had no comment.
6. In *Antrim Truck Centre Ltd. V. Ontario (Transportation)*, 2011 ONCA 419 (CanII), “the courts have repeatedly held that some of the factors that must be considered include the gravity of the interference, the character of the neighbourhood, the nature/utility of the Tenant’s conduct and the sensitivity of the complainants”. Further the Court stated that “the requirement that the interference be substantial is a threshold aspect of the test. At this stage of the analysis, the court will exclude claims that disclose no actual interference as well as those in which the interference alleged is so trifling as to amount to no interference at all.”
7. A tenant parking in a visitor’s parking lot and storing items improperly does not reach the level of substantial interference.
8. Based on these submissions, I find that the N5 notice of termination is invalid due to the fact that it does not reach the level of substantial interference as required by *Antrim Truck*.

N8

9. I brought up a further issue with the Landlord’s N8 notice of termination which was dated August 20, 2025 with a termination date of October 31, 2025. Again, the Landlord had not provided a Certificate of Service for this notice.
10. The N8 notice set out that there were 6 months (November, 2024, December, 2024, February, 2025, March, 2025, July, 2025 and August, 2025) whereby the rent was paid late and paid in increments. It further stated that the rent is due on the 1st day of each month. No ledger was attached to the notice or any other records.
11. The Landlord submitted that she put in as much information as she could in the space allowed on the document. The Landlord confirmed that she did not include a ledger together with the notice.
12. The Tenant had no comment.
13. Section 43(2) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the “Act”) states “If the notice is given by a landlord, it shall also set out the reasons and details respecting the termination...”

14. In *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, the Divisional Court set out that notices must include dates and times of the alleged conduct along with a detailed description of the alleged conduct. The Tenant must know what the case is that they have to meet and to decide whether to dispute the notice. The Landlord's notice provided 6 dates whereby the Landlord alleged that rent was paid late by the Tenant. The Landlord did not provide a 12-month period of dates on her notice and she did not attach a ledger or record of the Tenant's payments over a one year period.
15. I find that the N8 notice of termination is invalid for non-compliance with section 43(2) of the Act. As such, the Landlord cannot rely on this notice to terminate the tenancy.

It is ordered that:

1. The Landlord's application is dismissed.

January 8, 2026
Date Issued

Carrie Bertrand
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.