



JAN 07, 2026

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

Landlord and Tenant Board

Citation: Jhawar v Teves, 2026 ONLTB 712

Date: 2026-01-07

File Number: LTB-L-076605-25

In the matter of: Unit6, 4615 Tecumseh Road East
Windsor ON N8Y4K9

Between: Chantal Jhawar Landlord

And

Alex Teves Tenant

Chantal Jhawar (the 'Landlord') applied for an order to terminate the tenancy and evict Alex Teves (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

The Landlord also applied for an order requiring 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 11, 2025.

The Landlord, the Tenant's Legal Representative, Tori-Lee Jenkins, and the Tenant attended the hearing.

Preliminary Issue:

1. At the hearing, the Tenant's Legal Representative raised a preliminary issue regarding the validity of the Landlord's N5 notice. The Tenant's Legal Representative submitted that the Landlord served two 1st voidable N5 notices on the Tenant, one dated August 6, 2025, and the other dated August 8, 2025, each with the same termination date of September 1, 2025. The Tenant's Legal Representative submitted that the notices contain different

boxes checked for the reasons relied upon and that this would confuse the Tenant and prevent the Tenant from understanding the case to meet.

2. The Landlord confirmed that two N5 notices were served with the same termination date and different reasons checked. The Landlord stated that, when filing the L2 application, she submitted both notices and two certificates of service, and that she intended to rely on both notices in the proceeding.
3. I reviewed both notices in the Board file. I find that in the August 6, 2025, N5 notice the Landlord checked reason 1 and reason 2. In the August 8, 2025, N5 notice the Landlord checked only reason 1. I also find that both notices are marked as a first and voidable N5 notice.
4. Section 43 of the *Residential Tenancies Act, 2006* (the "Act") requires that a notice of termination shall set out the reasons and details respecting the termination. In *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 ('*Ball*'), the Ontario Divisional Court stated that the notice of termination must provide sufficient detail to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met.
5. Both N5 notices advise the Tenant that the Tenant may void the notice by correcting the conduct complained of within seven days after receipt of the notice, consistent with subsection 64(3) of the Act.
6. In the circumstances before me, I find that serving two first N5 notices with the same termination date, different service dates, and different reasons checked, and then filing an L2 application that purports to rely on both notices, would reasonably confuse the Tenant about which allegations are being pursued and about the Tenant's rights and options, including the Tenant's ability to void the notice. Given the different reasons checked, a reasonable tenant would not be in a position to understand the case to be met and would not have a fair opportunity to prepare a response.
7. Accordingly, the Landlord's application, to the extent it seeks termination based on these two first N5 notices, is dismissed.

Determinations:

Compensation for damages

8. In the application, the Landlord also alleges the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
9. The Landlord testified that on a day in August 2025 she received a telephone call from a resident in the unit below the Tenant reporting that water was pouring into that unit. The Landlord stated that she arranged for a plumber to attend the Tenant's unit and that she was informed the source of the leak was water on the bathroom floor, which the plumber attributed to the absence of a shower curtain and to wet towels on the floor. The Landlord further stated that the water damaged the ceiling and walls of the downstairs unit, and that the Landlord incurred costs of \$605.45 to repair that damage.

10. The Tenant testified that he recalls an evening in August 2025 when he spilled water on the bathroom floor while showering and that a plumber attended the rental unit and checked for water damage. The Tenant disputed that the amount of water involved was sufficient to cause damage to the downstairs unit and testified that he cleaned up the water immediately.
11. The Tenant also disputed the amount claimed by the Landlord. The Tenant stated that he did not hear any tenant complain of water damage in their unit and that the plumber did not show him any damage in the downstairs unit or explain that it was caused by water from the Tenant's bathroom.
12. Section 89 of the *Residential Tenancies Act, 2006* (the 'Act') says:
 - (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,
 - (a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex; and
 - ...
13. Based on the evidence before me, I find that the Landlord has not proven, on a balance of probabilities, that the downstairs unit was damaged by water originating from the Tenant's unit in August 2025. The Landlord did not provide corroborating evidence such as photographs, a plumber's report, or invoices, quotations, or receipts to establish the nature, extent, and cause of the alleged damage or to substantiate the amount claimed.
14. The Landlord's evidence about cause and extent was largely based on what the plumber allegedly said, but the plumber did not attend to give testimony and be subject to questioning. In contrast, the Tenant gave direct evidence about the amount of water involved and his efforts to clean it promptly.
15. In these circumstances, I am not satisfied that the Landlord has established that the Tenant, another occupant of the rental unit, or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.

It is ordered that:

1. The Landlord's application is dismissed.

January 7, 2026

Date Issued

Joy Xiao

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.