



Order under Section 69 Residential Tenancies Act, 2006

Citation: Matic-Vujovic v Scherfer, 2026 ONLTB 2197

Date: 2026-01-05

File Number: LTB-L-092635-23

In the matter of: 1, 127 TUPPER CRES
KITCHENER ON N2B2Y2

Between: Marina Matic-Vujovic Landlord
Borisa Vujovic

And

Evelyn Scherfer Tenant

Marina Matic-Vujovic and Borisa Vujovic (the 'Landlord') applied for an order to terminate the tenancy and evict Evelyn Scherfer (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

This application was heard by videoconference on October 23, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy in the application. The application is therefore dismissed.
2. The Landlord's application is based on a second N5 Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding, served on the Tenant on November 9, 2023 with a termination date of November 30, 2023.
3. In order for the Landlord to serve a second N5 notice under section 68 of the *Residential Tenancies Act, 2006* (the "Act"), the Landlord must first have served a valid, voidable N5 notice within the previous six months.
4. The Landlord relies on a first N5 notice with a termination date of October 31, 2023, served on September 30, 2023, with a voiding period from September 30 to October 7, 2023. In Part B of that notice, the Landlord hand-wrote several lines of text referring broadly to

events “from June 2023”, “4+ notes May/June/July 2023” and “May 2023”, but the handwriting is difficult to read and there are no clear, specific dates or times for most of the alleged incidents.

5. The Tenant raised a preliminary issue that the first N5 notice is invalid because it is largely illegible and the dates are too vague. The Landlord acknowledged that the dates on the notice are “too vague” but argued that the Tenant should still understand what the notice refers to.
6. The Divisional Court in *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, held that a notice of termination must provide sufficient detail to allow the tenant to know the specific allegations and the case to be met, including dates and times of the alleged conduct and a description of what is said to have occurred. The Court explained that this level of particularity is required so that a tenant can decide whether to dispute the allegations, and to consider whether to stop the conduct or correct the problem within any applicable voiding period.
7. I adopt the reasoning in *Ball*. The first N5 served on the Tenant here is largely handwritten, difficult to decipher, and uses broad time ranges such as “from June 2023” and “May/June/July 2023” without clearly identifying specific dates or times, particular incidents, or what conduct needed to stop within the seven-day voiding period. In my view, this notice does not give the Tenant sufficient, legible particulars to know the specific allegations, the case to be met, or what she needed to do in order to void the notice. It does not satisfy the test in *Ball* and is therefore invalid.
8. Having found that the first N5 notice is defective, the Landlord cannot rely on the second N5 notice to correct the shortfall in the first notice. Section 68 of the Act requires a valid first, voidable N5 before a landlord may serve a second, non-voidable N5. A landlord cannot cure an invalid notice by serving a second notice or by relying on extensive evidence at the hearing to fill in missing particulars.
9. Because there is no valid N5 notice of termination given in accordance with the Act, the Board has no jurisdiction to terminate the tenancy or to grant any of the remedies sought in this L2 application. Therefore, the Landlord’s application is dismissed.

It is ordered that:

1. The Landlord’s application is dismissed.

January 5, 2026

Date Issued

Colin Elsby

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.