



Order under Section 69 Residential Tenancies Act, 2006

Citation: Rua Industries v Ogden, 2026 ONLTB 2232

Date: 2026-01-06

File Number: LTB-L-083173-25

In the matter of: 303, 2666 LAKE SHORE BLVD W
ETOBICOKE ON M8V1G8

Between: Rua Industries Landlord

And

Thomas Henry Ogden Tenant

Rua Industries (the 'Landlord') applied for an order to terminate the tenancy and evict Thomas Henry Ogden (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

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 15, 2025.

The Landlord's Agent, Jose Fernandes Rua, the Landlord's Agent's son, Sid Rua and the Tenant attended the hearing.

Determinations:

1. I raised a preliminary issue regarding the N6 notice of termination whereby the Landlord alleged that the Tenant or someone living with the Tenant has committed an illegal act or is carrying on an illegal business at the residential complex (other than an illegal act or business described in Reason 1). The allegations set out in the notice included:
 - a) Allegations that the Tenant is fraudulently advertising the rental unit and collecting deposits;
 - b) Allegations that the Tenant is wanted by the authorities for fraud; and
 - c) Allegations that Tenant was able to repair the Landlord's vehicle and this vehicle is now missing.

2. 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...”
3. 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. This notice provided general allegations that the Tenant was fraudulently renting out the rental unit, that he was wanted by the police for previous fraud charges and that the Tenant had made the Landlord’s vehicle disappear. The allegations included no dates of any alleged activities, it did not set out what the illegal activities were and it provided no details of the Tenant’s alleged criminal activity.
4. Section 61(1) of the Act states “a landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.” Further section 61(2) sets out that this notice of termination shall set out the grounds for termination.
5. The N6 notice of termination is a very serious notice with no ability for the Tenant to void the notice. As such, it requires substantial details setting out the alleged, illegal behaviour of the Tenant and it must set out the grounds for termination of the tenancy.
6. The Landlord’s Agent’s son submitted that the Tenant was very aware of the illegal behaviour as he had defrauded people previously.
7. The Tenant denied that he was acting in any illegal manner.
8. I find that the N6 is invalid because it is deficient in detail and it contravenes subsection 43(2) of the Act and the principles set out in *Ball v. Metro Capital Property*. Further, this notice contravenes subsection 61(1) and 61(2) of the Act. As such, the application must be dismissed.

It is ordered that:

1. The Landlord’s application is dismissed.

January 6, 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.