



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Rahman v Darnell, 2026 ONLTB 2259

Date: 2026-01-07

File Number: LTB-L-073896-25

In the matter of: 104 GATINEAU ST
Oshawa ON L1H7G5

Between: MD HAMIDUR Rahman Landlord

And

Alexander Darnell Tenant

MD HAMIDUR Rahman (the 'Landlord') applied for an order to terminate the tenancy and evict Alexander Darnell (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

MD HAMIDUR Rahman (the 'Landlord') also applied for an order requiring Alexander Darnell (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 15, 2025.

Only the Landlord attended the hearing.

As of 10:05 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. I raised a preliminary issue regarding the N7 notice of termination whereby the Landlord alleged that the Tenant's behaviour caused serious impairment of safety, wilful damage and inconsistent use of the rental unit. The allegations set out in the notice included:

Tenant brought unknown dangerous people to the house, suspecting criminal behaviour, police are attending the house regularly looking for the Tenant and Tenant damaging house and misusing property. The Landlord provided 5 partial dates for these alleged activities.

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 against the Tenant and included no specific details of the Tenant's behaviour, wilful damage or inconsistent use of the unit.
4. Section 63(1) of the Act states "a landlord may give a tenant notice of termination of the tenancy that provides a termination date not earlier than the 10th day after the notice is given if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex, a) wilfully causes undue damage to the rental unit or the residential complex; or b) uses the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises..." Further section 63(2) of the Act states that the notice shall set out the grounds for termination.
5. Section 66(1) of the Act states "a landlord may give a tenant notice of termination of the tenancy if a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and b) the act or omission occurs in the residential complex."
6. The N7 notice of termination is a very serious notice with a 10-day termination date and no ability for the Tenant to void the notice. As such, it requires substantial details setting out the alleged behaviour of the Tenant and how that behaviour caused the impairment of safety to other tenants and/or the Landlord. Further on this notice, the Landlord was to set out their grounds for termination regarding the wilful damage and inconsistent use. The Landlord failed to include a detailed description of the alleged conduct and thus failed to set out the case that a Tenant would have to meet.
7. The Landlord submitted that the Tenant was very aware of the behaviour that was referenced in the notice of termination as they had spoken about this previously.
8. I find that the N7 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*. As such, the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 7, 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.