



Order under Section 69 / 88.1 Residential Tenancies Act, 2006

Citation: McFadden v Dennis, 2026 ONLTB 2805

Date: 2026-01-08

File Number: LTB-L-079118-25

In the matter of: 11, 451 ALBERT ST
Etobicoke ON N2L5A7

Between: Adam McFadden Landlord

And

Anthony Dennis Tenant

Adam McFadden (the 'Landlord') applied for an order to terminate the tenancy and evict Anthony Dennis (the 'Tenant') because of serious impairment of safety and use of the premises inconsistent with residential use. The Landlord also claimed compensation for out of pocket expenses resulting from substantial interference with reasonable enjoyment.

This application was heard by videoconference on January 5, 2026.

The Landlord, the Landlord's representative Natasha Heald, and the Tenant attended the hearing.

Reasons:

1. The Landlord applies to terminate the tenancy on the basis that have gave the Tenant an N7 notice of termination, dated September 17, 2025, to terminate the tenancy effective September 30, 2025 because of serious impairment of safety and use of the premises inconsistent with residential use.
2. The Tenant opposes the application on the basis that he was not given the N7. He says that the only document he received from the Landlord was an agreement to end the tenancy, which he did not sign.
3. Pursuant to section 53(1) of O. Reg. 516/06, the Landlord was required to file, with his application, a copy of the N7 and a Certificate of Service (CoS) setting out the date and method by which he gave the Tenant the N7. The Landlord in this case filed the N7, but the CoS he filed indicates that he gave the Tenant an N9 on September 17, 2025, not an N7.

4. An N9 is a “Tenant’s Notice to End the Tenancy” form used by a tenant to give notice to a landlord. It is not a notice given by a landlord to a tenant.
5. At the hearing, the Landlord explained that on September 17, he gave the Tenant a blank N9 form to suggest that the Tenant use the form to give notice to end the tenancy. I take this to be the “agreement” which the Tenant acknowledges receiving. However, the Landlord said that he subsequently, in October, gave the N7 to the Tenant.
6. I do not find it appropriate to exercise my discretion to allow late filing of a CoS in this case. The Tenant acknowledges receipt of the N9, and denies receipt of the N7. His position is consistent with the Landlord having filed a CoS for the N9, and no CoS for the N7. It would not be fair to the Tenant to now allow the Landlord to file a new CoS indicating that he also served the N7. Since the application does not comply with section 53(1), it will be dismissed.
7. In the alternative, even if I were to allow late filing of the CoS, the application could not succeed. The Landlord says that he served the N7 in October, but the termination date on the N7 was September 30. Hence, even if the Landlord served the N7, he served it too late.

It is ordered that:

1. The Landlord’s application is dismissed.

January 8, 2026

Date Issued

Dale Whitmore

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.