



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105943-25

In the matter of: 306, 99 AXMITH AVE
ELLIOT LAKE ON P5A1B5

Between: 1434254 Ontario Inc. Landlord

And

Christopher Graham Tenant

1434254 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Graham (the 'Tenant') because 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

This application was heard by videoconference on January 8, 2026.

The Landlord's representative Jan Van der sluis, the Tenant and the Tenant's support Jeremy Hennessy attended the hearing.

Determinations:

1. For the reasons that follow, the Landlord's application is dismissed as a result of a defective Form N5.
2. The Landlord's L2 Application is based upon a 2nd Form N5. The Landlord's Form N5s are based upon the single ground that the Tenant willfully or negligently damaged the rental unit/residential complex. The "*reasons for this notice*" portion of the Landlord's 2nd Form N5, however, merely states as follows:

You were issued an N5 on October 23, 2025 regarding the poor state of your apartment. Since then, there is very little evidence that you have made any serious attempts to improve your living conditions. Additionally, an inspection of your unit on December 9 highlighted a bed bug infestation in your unit. The overall condition of your apartment continues to have a resoundingly negative effect on the other tenants' ability to enjoy their homes

3. Subsection 43(2) of the Act provides that a notice of termination must set out the reasons and details respecting the termination. Pursuant to the Divisional Court's decision in *Ball v.*

Metro Capital Property, [2002] O.J. No. 5931, a notice that fails to provide sufficient details is void.

4. In the current application, at a minimum the notice must provide sufficient details of any alleged damage so the Tenant knows the case to be met and can decide whether or not to dispute the allegations before the Board. The Landlord's Form N5, however, makes no reference to any damage that the Tenant allegedly caused and merely asserts that the poor condition of the rental unit is adversely impacting others.
5. Consequently, given the lack of any described damage in the "*reasons for this notice*" portion of the Landlord's Form N5, I find that sufficient details were not provided to allow the Tenant to know the case to be met. The Landlord's application must therefore fail as a result of a defective notice, without prejudice.

It is ordered that:

1. The Landlord's application is dismissed.

January 13, 2026

Date Issued

Peter Nicholson

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.