



Order under Section 69 Residential Tenancies Act, 2006

Citation: Araujo-Rumbolt v Butler-Caughie et al, 2026 ONLTB 4275

Date: 2026-01-19

File Numbers: LTB-L-074051-25
LTB-L-074060-25

In the matter of: 12, 15 NICKLAUS DR
HAMILTON ON L8K5J5

Between: Christian Araujo-Rumbolt Landlord

And

Jonathan Butler-Caughie
Matthew David Ledgerwood Tenants

Christian Araujo-Rumbolt (the 'Landlord') applied for an order to terminate the tenancy and evict Jonathan Butler-Caughie and Matthew David Ledgerwood (the 'Tenants') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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

The Landlord's legal representative Will Redgate, the Landlord, the Tenants' legal representative Ashley Wilson, and the Tenants attended the hearing.

Determinations:

Preliminary Issues

Joining the Applications

1. The Landlord filed the following two applications:

- LTB-L-074051-25- L2/N12

Landlord: Christian Araujo-Rumbolt

Tenant: Jonathan Butler-Caughie

Rental Unit Address: 12-15 NICKLAUS DR, HAMILTON, ON L8K5J5

- LTB-L-074060-25- L2/N12

Landlord: Christian Araujo-Rumbolt

Tenant: Matthew David Ledgerwood

Rental Unit Address: 12-15 NICKLAUS DR, HAMILTON, ON L8K5J5

2. At the outset of the hearing, the parties requested that the applications be joined and heard together based on the similar parties, rental unit address, and anticipated evidence.

3. The Board's Rules of Procedure at Rule 1.6 c. provides:

1.6 In order to provide the most expeditious and fair determination of the questions arising in any proceeding the LTB may:

c. join applications or hear applications together where it is fair to do so;

4. Some considerations when determining whether to join applications to be heard together are:

- Whether there are overlapping issues or facts that will have evidence in common?
- Whether hearing the matters separately may result in inconsistent decisions?
- Is it efficient to hear the matters together?
- Is there any prejudice to either party that may result from joining the applications?

5. In this matter, the first three considerations above can be answered in the affirmative, and neither party asserted there would be any prejudice in hearing the matters together. Accordingly, I found it was appropriate to join the two applications to be heard together.

Identification of the Rental Unit/Validity of the N12 Notice

6. The Landlord filed two separate applications in LTB-L-074051-25 and LTB-L-074060-25, listing the address of the rental unit in both applications as, "12, 15 Nicklaus Dr. Hamilton, Ontario", however, different Tenants are named in each application.
7. The undisputed facts are that the Tenants reside in a condominium unit containing four bedrooms, each tenant occupies a separate bedroom in the condominium, and there are three tenants currently residing in the condominium. The Landlord did not file an application in relation to the third tenant residing in the condominium.
8. All the Tenants share common areas within the condominium unit and there are no written tenancy agreements.

9. The Landlord's representative made submissions that the decision to file two separate applications was made because the Tenants in each of the applications pay separate and differing amounts of rent therefore, the requirement to pay compensation set out in section 48.1 of the Act is distinct for each Tenant.
10. Neither of the Landlord's N12 notices, nor the applications list a unit designation identifying the individual rooms occupied by each Tenant.
11. Section 43 of the Act provides:

43 (1) Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall,

(a) identify the rental unit for which the notice is given;

(b) state the date on which the tenancy is to terminate; and

(c) be signed by the person giving the notice, or the person's agent.
[Emphasis added]

12. The Act defines a rental unit as:

"rental unit" means any living accommodation used or intended for use as rented residential premises, and "rental unit" includes,

(a) a site for a mobile home or site on which there is a land lease home used or intended for use as rented residential premises, and

(b) a room in a boarding house, rooming house or lodging house and a unit in a care home; ("logement locatif")

13. The Landlord's representative made submissions that the Act permits a tenancy where tenants occupy individual rooms however, these two tenancies do not fit within the section 2(b) definition of rental unit because it is a broader living arrangement with the Tenants having entitlement to use of the entirety of the condominium unit and complex.
14. The Landlord's representative asserts that the address of the condominium unit itself is the "rental unit" as listed on the N12 notices and applications.
15. The Tenants' representative made submissions that this is a "tenancy in common", not a joint tenancy, and each bedroom is a unique rental unit that requires identification on the N12 notice to comply with the requirements of section 43 of the Act.
16. The Tenants' representative also referred to the decision in *Bianchi et al. and Aguanno et al.*, 1983 CanLII 1967 (ON SC), and in *Bianchi* the termination date in the landlord's notice was not at the end of the term as mandatorily required by the Act, so the Divisional Court found the notice defective.

17. The Tenants' representative submits that identification of the rental unit is a mandatory requirement as confirmed in *Bianchi*, and absent identification of each rental unit the Landlord's N12 notices do not comply with section 43 of the Act rendering the notices invalid.
18. While the Tenants may have use of common areas within the condominium unit and the condominium complex, the Tenants pay differing amounts of rent for the exclusive possession of their individual bedroom within the condominium. Accordingly, the Tenant's rental units are the Tenants individual bedrooms.
19. TST-71175-16-IN (Re), 2016 CanLII 71220 (ON LTB) is a prior decision of the Board that also considers the validity of a notice of termination in the context of identifying the rental unit pursuant to section 43(1)(a) of the Act. The facts are distinguishable from these applications as TST-71175-16-IN (Re) relates to upper and lower rental units with no other tenants occupying the residential complex.
20. The Board considers the importance of identifying the rental unit in TST-71175-16-IN (Re), 2016 CanLII 71220 (ON LTB) at paragraph 12:

“While the importance of proper identification of the unit is, partly, to ensure that eviction by the sheriff occurs only at the portion of the property that is the subject of the tenancy agreement, thereby, ensuring another unit at the property is not affected by the eviction, there are other reasons for this mandatory requirement. For example, subsection 43(1) seeks to ensure that a tenant is given notice that her or his unit is subject to a request to terminate the tenancy. Further, given what is at stake—that is termination of a tenancy, the requirement that the unit be correctly identified, seeks to eliminate, or at least significantly reduce, the possibility of confusion.”
21. I find the reasoning above in relation to the importance of identifying the rental unit persuasive and especially pertinent given that the address of the rental unit listed on the N12 notices in this matter is the condominium unit itself where there is a third tenant residing, who is not the subject of an application by the Landlord.
22. The Board also made the determination in TST-71175-16-IN (Re), 2016 CanLII 71220 (ON LTB) that the requirements of section 43 of the Act are mandatory requirements as confirmed by the Divisional Court's in *Bianchi et al. and Aguanno et al.*, 1983 CanLII 1967 (ON SC).
23. I am bound by the Divisional Court's decision in *Bianchi* and agree with the finding of the Board in TST-71175-16-IN (Re) that the requirement to identify the rental unit is a mandatory requirement.
24. The Landlord's N12 notices of termination and applications do not identify the specific bedrooms numerically, alphabetically, nor by description. Absent any identification of the rental unit of the Landlord's N12 notices, the notices fail to identify the rental unit as mandatorily required by section 43 of the Act. Accordingly, the Landlord's N12 notices of termination are not valid.

Section 212(1), (2)

25. The Landlord's representative submits that the N12 notices should be considered valid as a result of the provisions contained in sections 212 (1) and (2) of the Act:

212 (1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient. 2006, c. 17, s. 212.

(2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act.

26. The Landlord's representative submits that the N12 notices substantially comply with the requirements of the Act and both notices identify the address of the condominium unit.
27. The Landlord's representative further submits that there is no prejudice suffered by the Tenants since both Tenants were present at the hearing, have knowledge of the issues in dispute, and are aware of their personal living situations within the condominium.
28. The Tenants' representative submits that section 212 (1) and (2) of the Act cannot serve to cure errors or omissions in a notice of termination that are mandatory statutory requirements.
29. While section 212(2) of the Act was more recently enacted, the Board considered the applicability of section 212(1) in TST-71175-16-IN (Re):

"I considered section 212 of the Act, which provides that substantial compliance with the Act respecting the contents of forms, notices or documents is sufficient. However, in my opinion, while the application of section 212 to situations of non-compliance with non-mandatory requirements of the Act may be appropriate, a parallel application of that section to mandatory legislative requirements amounts to an error in law, could not have been an exercise contemplated by the drafters of the legislation and would lead to absurd results. For example, in the instant case, while there were clearly two separate units in the complex when the Form N12 was served and the Form N12 did not state the Tenants' unit number, the application of s. 212 would allow the Landlord to now bring the Form N12 into harmony with the Act after the notice was served in direct contravention of paragraph 43(1)(a) of the Act."

30. While I am persuaded by the interpretation of section 212(1) above, section 212(2) provides that a form, document, or notice is still substantially compliant if the error does not significantly prejudice a party's ability to participate in a proceeding under this Act.
31. The absence of rental unit identifiers is a complete omission, not simply a typographical error. The Tenant's ability to participate in the proceeding is significantly prejudiced first by the omission of a mandatory requirement in a notice of termination, and by the fact that the Tenant would not be in a position to know the case to be met without identification of the specific rental unit(s) that the Landlord intends to occupy.

32. Accordingly, I am unable to find that the Landlord's N12 notices substantially comply with the requirements of the Act pursuant to section 212(1), or (2).

The Third Tenant

33. While ancillary to the issue of the validity of the Landlord's N12 notices, there is a third tenant residing in the condominium unit who did not receive an N12 notice of termination.

34. The third tenant who did not receive an N12 notice could also be evicted by the sheriff without procedural fairness or due process if an order were to issue in these applications that did not specify each Tenant's individual rental unit.

35. A sheriff who receives an eviction order listing the address of the entire condominium unit without any room designations could potentially evict the third tenant in the absence of an order relating to the third tenant's rental unit.

36. Even if I am incorrect that the Landlord's N12 notices are invalid pursuant to section 43 of the Act, it would be an abuse of process if the third tenant were evicted because the individual rental units are not identified in these applications.

It is ordered that:

1. The Landlord's applications are dismissed.

January 19, 2026
Date Issued

Kyle McGraw
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.