



Order under Section 69 Residential Tenancies Act, 2006

Citation: Leroux v Dubois, 2026 ONLTB 4616

Date: 2026-01-12

File Number: LTB-L-063081-25

In the matter of: 3, 256 ST-JACQUES ST
VANIER ON K1L5G7

Between: Philippe Leroux Landlord

And

Jean Fancois Dubois Tenant

Philippe Leroux (the 'Landlord') applied for an order to terminate the tenancy and evict Jean Fancois Dubois (the 'Tenant') because:

- 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.

This application was heard by videoconference on November 7, 2025. The Landlord, the Tenant, and the Tenant's legal representative, Michael Thiele attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 30, 2025, the Landlord gave the Tenant an N7 notice of termination as the Landlord believed that the Tenant has wilfully damaged the rental unit or residential complex. The notice of termination contains the following allegations:

4. The Ontario Divisional Court in *Ball v. Metro Capital Property and Lockhurst* (December 19, 2002), Toronto Docket No. 8/02, found that subsection 43(2) of the former *Tenant Protection Act*, which is very similar to the provisions in Act, requires that a notice served upon a tenant must include dates and times of the alleged offensive conduct with a detailed description of the alleged conduct engaged in by the tenant. The Court explained that a notice of termination must provide sufficient detail to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met.
5. The notice lacks specific dates and specific claims. The Landlord testified that there was some sort of arrangement between them and the Tenant, where the Tenant would complete a series of renovations in exchange for a different rent amount. The Tenant did not complete the required work and now needed to terminate the tenancy to complete the renovations (which may in fact be more akin to an N13 notice of termination rather than an N7). However, since the notice lacked particulars and specifics, I found that it did not comply with section 43(2) of the Act. Therefore, the application is dismissed.
6. The Landlord is free to serve new notices and file a new application if they wish for these issues to be addressed by the Board.

It is ordered that:

1. The Landlord's application is dismissed.

January 12, 2026

Date Issued

Curtis Begg

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.