



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

Citation: Amstar Pool I LP v Simms, 2026 ONLTB 4743

Date: 2026-01-15

File Number: LTB-L-029107-25-RV

In the matter of: 702, 2757 KIPLING AVE
ETOBICOKE ON M9V4C4

Between: Amstar Pool I LP Landlord

And

Nicole Alicia Simms Tenant

Amstar Pool I LP (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole Alicia Simms (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

The Landlord also applied for an order requiring 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 January 8, 2026.

The Landlord's Agent, Syeda Akhtar, the Landlord's Legal Representative, Krizia Hernandez, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 13, 2025, the Landlord gave the Tenant an N5 notice of termination ('N5 Notice'). The notice of termination contains the following allegations:

On January 4, 2025, one of the tenant[sic] in unit 702 came and noticed the two gentlemen[sic] trying to open the lobby entrance door. In an attempt to assist the two other men, the tenant forcefully opened the door causing the automatic door operator to malfunction.

RSZOOM was contacted to repair the door. RSZOOM reinstall the automatic operator on the outer and inner lobby entrance door. The total cost of fixing the door is \$522.06.

The Tenant is responsible for the repair of undue damage to the residential complex caused by their wilful or negligent conduct.

4. The N5 is invalid insofar as it does not satisfy the requirements of subsection 43(2) of the *Residential Tenancies Act, 2006* (the 'Act') which provides:

43 (2) If the notice is given by a landlord, it shall also set out the reasons and details respecting the termination and inform the tenant that,...

5. The specific provisions of the Act pursuant to which an N5 notice is given also require that the notice set out the grounds for the termination. Section 62, for example, provides, in part:

62 (1) A landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex.

(2) A notice of termination under this section shall,

- (a) provide a termination date not earlier than the 20th day after the notice is given;
- (b) set out the grounds for termination; and.....

6. In *Ball v Metro Capital Management Inc.* [[2002] OJ No 5931 (Div Crt)]¹, the Divisional Court considered what is now subsection 43(2) and found that the purpose of requiring that a notice of termination set out reasons and details was to allow a tenant to:

- (a) be in a position to know the case that he or she must meet;
- (b) decide whether to dispute the allegations made by the landlord before the Board; and
- (c) in the case of a voidable notice, stop the conduct or activity, or correct the omission to void the notice and preserve the tenancy

7. The Divisional Court found that the particulars that should be included in a notice of termination are the 'dates and times of the alleged offensive conduct, together with a detailed description of the alleged conduct engaged in by the tenant.' While specific dates and times are not always required to satisfy the requirements of subsection 43(2), the 'reasons and details' in a notice must be sufficiently detailed to satisfy the purposes of the requirement that they be provided as set out in *Ball v Metro Capital*.

8. In this case, the Landlord's N5 Notice does not, in my view, provide the Tenant with sufficient detail regarding the allegations to meet the requirements of subsection 43(2). The references to "one of the tenant" and "the tenant forcefully opened the door causing the automatic door opener to malfunction" are confusing, as only one Tenant is named in the N5 Notice and that Tenant is female. The photographic evidence attached to the N5 Notice shows three males at the main entrance door and a single male standing in a hallway of the residential complex. The Tenant is not visible in this photographic evidence.
9. Based on the allegations set out in the N5 Notice, it cannot be concluded that the Tenant negligently or wilfully caused damage to the rental unit or the residential complex. The documentary evidence establishes that the Tenant was not at the main entrance when the damage occurred.
10. For the reasons above, I am not satisfied the N5 Notice meets the requirements set out in subsection 43(2) of the Act and the Divisional Court decision in *Ball v Metro Capital*. As a result, the Landlord's application shall be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 15, 2026
Date Issued

Susan Priest
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.