



Order under Section 69 Residential Tenancies Act, 2006

Citation: Cruz Ventura v Wade, 2026 ONLTB 4878

Date: 2026-01-14

File Number: LTB-L-051396-25

In the matter of: 1, 12 BAY ST
WOODSTOCK ON N4S3K5

Between: Oscar Cruz Ventura Landlord

And

Yvonne Wade Tenant
Chris Johnston

Oscar Cruz Ventura (the 'Landlord') applied for an order to terminate the tenancy and evict Yvonne Wade and Chris Johnston (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- 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 October 20, 2025.

Only the Landlord attended the hearing.

As of 1:25 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the Landlord's application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On May 30, 2025, the Landlord gave the Tenant an N5 notice of termination (the 'N5 Notice'). The notice of termination contains the following allegations:
 - On December 6, 2024, the Landlord received messages about conflicts between the Tenants and reports of damage to the door of the rental unit.
 - On May 15, 2025, one of Tenants, Yvonne Wade, contacted the Landlord about unauthorized occupants moving into the rental unit. The Landlord advised her to call the police, who attended the unit and escorted the unwanted guests out of the rental unit.
 - On May 20, 2025, the Landlord received complaints from other tenants in the residential complex about a large amount of garbage on the front porch of the rental unit attracting rodents.
 - On May 21, 2025, one of Tenants, Chris Johnston, contacted the Landlord about the other Tenant – Yvonne Wade – engaging in disruptive behaviour in the rental unit.
 - On May 28, 2025, a plumber hired by the Landlord discovered damage to the vanity, sink plumbing, baseboards, taps, walls and kitchen cabinet in the rental unit.
4. The Landlord was unable to provide specific information to the Board about whether the Tenants' conduct recurred within seven days after receiving the N5 Notice. As such, the Board is unable to ascertain whether the Tenants voided the substantial interference portions of the N5 Notice in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. With respect to the allegations of wilful or negligent damage to the rental unit, the N5 Notice is not valid. A notice issued under section 62 of the Act must be voidable: a tenant who receives such a notice must be given the option to void the notice by repairing the damaged property, paying the landlord the reasonable costs of repairing the damaged property, replacing the damaged property, or paying the landlord the reasonable costs of replacing the damaged property. The N5 form provides a space for a Landlord to provide the reasonable repair or replacement costs to be paid in order to void the notice.
6. The Landlord did not specify a repair or replacement cost that the Tenants could pay to void the N5 Notice. The N5 Notice does not comply with the requirements of section 62 and is therefore invalid.

It is ordered that:

1. The Landlord's application is dismissed.

January 14, 2026
Date Issued

Jeremy Henderson
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.