



Order under Sections 69, 88.2 and 89 of the Residential Tenancies Act, 2006

Citation: Tanguin-Gana v Our Place Peel, 2026 ONLTB 5169

Date: January 15, 2026

File Number: LTB-L-073017-25-HR

In the matter of: 2204, 4099 BRICKSTONE MEWS
MISSISSAUGA ON L5B0G2

Between: Hazel Bojatin Tanguin-Gana Landlords
Raymond Cunanan Gana

and

Our Place Peel Tenants
Maya Angelica Tulabot Aragon

HEARING ORDER

Hazel Bojatin Tanguin-Gana and Raymond Cunanan Gana (the 'Landlords') applied in a N7-based L2 application seeking an order to terminate the tenancy and evict Our Place Peel and Maya Angelica Tulabot Aragon (the 'Tenants') because the Landlords claimed the Tenants, a visitor or guest of the Tenants, or someone the Tenants permitted into the residential complex:

- has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- has wilfully caused undue damage to the premises; and
- used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date provided in the N7 Notice. The Landlords also applied for the Tenants to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement; and for reasonable out-of-pocket costs incurred or that will be incurred to repair or replace undue damage to the property.

This application was heard by videoconference on December 16, 2025. The Landlord Hazel Tanguin-Gana attended on behalf of both Landlords (Raymond Gana is her husband). As of 11:46am (the hearing was scheduled to start at 9am) the Tenants were not present or represented at the hearing, although properly served with notice of the hearing by the LTB by mail on November 14, 2025. There was no request to adjourn or reschedule the hearing, so the hearing proceeded with only the Landlords' evidence.

Determinations:

1. As explained below, the Landlords have not proven on a balance of probabilities the grounds for termination or the monetary claims in the application. Therefore, the application is dismissed.
2. The Landlords were hoping for an eviction order. I raised as a preliminary issue the fact that each of the 4 incidents listed on the N7 form lacked adequate details and particulars. There should be enough details so the Tenants are informed how their behaviour seriously impaired the safety of another person, caused wilful damage to the rental complex, or used the rental unit in an inconsistent use from a residential premises, and this caused or can be expected to cause serious damage.
 - The 1st allegation stated on July 2, 2025 at 3:33pm, *"An email was received from Duka Property Management's condo's administrator about soiled condition outside the unit. It violated condo policy (attached letter)."*
 - The 2nd allegation stated on July 7, 2025 in the AM, *"Duka called to follow-up status, reported several tenants complained about the condition and that mgt will charge the unit for its clean-up if repeated."*
 - The 3rd allegation stated on July 8, 2025 at 5pm, *"After several unreplied text msgs, calls and voicemails to both tenant and her Peel Housing caseworker, unit visit was conducted."*
 - The 4th allegation stated on August 6, 2025, *"Inspected the unit with caseworker and the place is damaged."*
3. Ms. Tanguin-Gana explained that the Tenants were raising rabbits in the rental unit, which caused significant damage. She had pictures, letter, and other evidence to show the soiled conditions.
4. Although the documents submitted for the hearing may have contained pictures, letters, and other such evidence about the claims made in the N7, a respondent deserves the opportunity to know about the issues from the outset. For procedural fairness, the Tenants should have received enough particulars in the N7 Notice, to understand what the Landlords are accusing them or their guests of doing, and why the alleged behaviour is believed to be a serious impairment of safety, wilful damage, or inconsistent use by the Landlords. This allows the Tenants the fair chance to leave the rental unit by the termination date, or defend against the claims made.
5. Writing about "soiled condition outside the unit" or making bald-faced assertions like "the place is damaged" did not alert the Tenants about the specific allegations.
6. The requirement that Notices of Termination contain enough reasons and details comes from section 43 of the *Residential Tenancies Act, 2006*, S.O. 2006, c.17 (the 'Act') which states in subsection 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..."*. (emphasis mine)
7. The Court discussed what amounts to adequate "reasons and details" in *Ball v. Metro Capital Property [2002] O.J. No. 5931 (Divisional Court)*. The Court also explained why such details were important, and what sorts of things a tenant should be informed about. Tenants needs

to know the specific allegations against them, to be in a position to know the case that must be met; and to decide whether to dispute the allegation at a hearing.

8. None of the incidents contained in the N7 had enough particulars to meet the legal test described above. Therefore, the N7 was defective and the application for eviction could not be adjudicated.
9. With respect to the monetary damage claims in the L2 application, the claim for \$5,000.00 in damages lacked particulars and was not properly pled for the Tenants to understand the damage allegations. Therefore, the damage claim was also unable to be adjudicated.
10. The Landlord indicated the Alectra utility bill of \$334.80 would be given by Peel Program, so it was no longer being sought in this application. The Landlords waived the utility claim.

It is ordered that:

11. The application is dismissed.

January 15, 2026
Date Issued

Michelle Tan
Vice Chair, Landlord and Tenant Board

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