



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-064947-25

In the matter of: 27 GLENELG ST W
LINDSAY ON K9V2T9

Between: John Dunn Landlord

and

Johnny Dean Tenant

j John Dunn (the 'Landlord') applied for an order to terminate the tenancy and evict Johnny Dean (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- 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;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex 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.

John Dunn (the 'Landlord') also applied for an order requiring Johnny Dean (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on November 18, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Landlord applies to terminate the tenancy based on an N7 notice of termination with July 1, 2025 as the date of termination. It that alleges that:

- During July to December 2023, the Tenant stole food from the common area of this seven-room boarding house.
 - From September 2022 to the present, the Tenant has been subletting his room without consent of the Landlord.
 - From September 2022 to the present, the Tenant has been dealing drugs in the residential complex.
2. The Notice of termination relies on sections 62, 63, 65 and 66 of the *Residential Tenancies Act, 2006* (the 'Act').
 3. Proof of service of the notice was not filed as required by section 53 or O. Reg 516/06 *General*.
 4. The Landlord testified that he doesn't remember when he served the notice but feels it may have been on August 1, 2025. The notice itself is not dated.
 5. The application for termination must be dismissed because the Board is not satisfied that the Landlord has complied with the 10-day notice requirement in sections 62, 63, 65 and 66 of the Act.
 6. Included in the application is a claim for \$200.00 under section 88.1 of the *Residential Tenancies Act, 2006* (the 'Act') but without particulars. At the hearing, the Landlord advised that this claim relates to a broken door. This claim must be dismissed because neither the notice of termination nor the application plead that particular allegation.

It is ordered that:

1. The application is dismissed.

January 22, 2026
Date Issued

Nersi Makki
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.