



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

**File Number:** LTB-L-084661-25

**In the matter of:** A, 25 DWYER  
SCHUMACHER ON P0N1G0

**Between:** Jerry Bouvier Landlord

**And**

CRYSTLE OURSIEN Tenant

Jerry Bouvier (the 'Landlord') applied for an order to terminate the tenancy and evict CRYSTLE OURSIEN (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully or negligently caused damage to the premises.

Jerry Bouvier (the 'Landlord') applied for an order requiring CRYSTLE OURSIEN (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord have 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 28, 2026.

The Landlord, the Landlord's Agent Christine Bouvier, the Tenant, and the Tenant's Legal Representative Brandy Lee-Leonard attended the hearing.

**Preliminary Issue:**

1. Upon reviewing of the N5 Notice of Termination, I considered the case of *Ball v. Metro Capital Property [2002] O.J. No. 5931 (Divisional Court)* ("*Ball v. Metro Capital*"). The facts in *Ball v. Metro Capital* were distinguishable in that the details were lacking in a Notice of Termination in the landlord's application. The types of particulars expected in notices and applications include dates, times, and a detailed description of the alleged conduct or behaviour. This allows the responding party to know the case they have to meet and to prepare their defence. Since there are insufficient particulars provided to the Tenant to respond to the allegations, the claims cannot be adjudicated, and the Board cannot make any determinations.
2. The types of particulars expected in notices and applications include dates, times, and a detailed description of the alleged conduct or behaviour. This allows the responding party to know the case they have to meet and to prepare their defence. Simply put the

Landlord's application only dates every Wednesday, Friday, and Saturday, but does not identify which dates specifically he is referring to. The lacking information is not minor in nature.

3. The Board's Landlord application forms have been developed with written instructions to elicit the necessary details required.
4. Below is a screenshot of the Landlord's N5 Notice of Termination, which has led to a dismissal of their N5 application:

5. The Landlord described that the some of his evidence and disclosure for the hearing contained all the necessary details and so there should be no surprise or lack of notice with respect to the claims being raised in the N5 Application.
6. In this case, the Landlord lacked the particulars in the application in order to get to the hearing stage. Further, a hearing is not to take place by ambush style, making incumbent on the Landlord to disclosure particulars well in advance of the hearing not at the hearing. Accordingly, this allows the Tenant and the Board an understanding of what issues are being alleged.
7. Since there are insufficient particulars provided to the Landlord to which to respond to the allegations, the claims cannot be adjudicated, and the Board cannot make any determinations.
8. The Landlord was given the opportunity to address the claim for \$5,000.00 in damages. It was clarified that the damages were connected to the specific behaviour alleged in the N5 Notice. It was determined that the claim for damages was not a standalone claim but was tied directly to the behaviour described in the N5. The Landlord maintained that they wished to pursue both eviction and damages based on the alleged series of behavioural incidents involving the Tenants.
9. After some discussion, the Landlord sought to withdraw the application, and I consented to the request.
10. The application having been withdrawn, the LTB's file is closed.

**February 2, 2026**  
**Date Issued**

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Anthony Bruno  
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.