



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

File Number: LTB-L-069471-25

In the matter of: BSMT, 24 RICHWOOD ST
NORTH YORK ON M9N3Y8

Between: Surinder Paul Landlord

And

Judit Botos Tenant
Attila Dinai

Surinder Paul (the 'Landlord') applied for an order to terminate the tenancy and evict Judit Botos and Attila Dinai (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

This application was heard by videoconference on December 16, 2025.

Only the Landlord Surinder Paul attended the hearing.

As of 9:49 am, 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.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. At the outset of the hearing, I raised concerns regarding the validity of the N5 notice of termination. On review of the notice, it indicated that the Landlord had selected both the "first notice" and the "second (non-voidable) notice" portions of the form. Selecting both options renders the notice defective, as it is unclear whether the Tenant was being served with a first, voidable notice under section 64 of the Act or with a second, non-voidable notice under section 68 of the Act. A notice must clearly indicate which type of N5 is being served in order to comply with the Act.

2. The Landlord testified at the hearing that the N5 was intended to be a first N5 notice. However, the written notice served on the Tenant indicated the second-notice, non-voidable option was selected. Because the notice is inconsistent, the Tenant was not properly informed of their right to void the notice within seven days as required for a first N5 under section 64(3) of the Act. As a result, the notice is invalid.
3. An invalid notice of termination cannot support an application to terminate a tenancy. Because the notice served is not valid, the Board has no jurisdiction to consider the merits of the allegations contained in the N5.
4. For these reasons, the Landlord's L2 application must be dismissed

It is ordered that:

1. The Landlord's application is dismissed.

February 9, 2026
Date Issued

Kyle Anderson
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.