



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Plexman v Patterson, 2026 ONLTB 12429

Date: 2026-02-09

File Number: LTB-L-082461-25

In the matter of: 1341 GOLDEN BEACH RD
BRACEBRIDGE ON P1L1W8

Between: Taude Plexman Landlords
Jay Plexman

And

Terri Patterson Tenant

Taude Plexman and Jay Plexman (the 'Landlords') applied for an order to terminate the tenancy and evict Terri Patterson (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

The Landlords also applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket costs the Landlords 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 27, 2026.

Only the Landlord, Taude Plexman, attended the hearing.

As of 10:25 a.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 Landlords' evidence.

Determinations:

1. The Landlords' application is based on two N5 notices of termination alleging substantial interference with the Landlord's reasonable enjoyment and undue damages to the rental unit.
2. For the reasons set out below, the Landlords' application is dismissed.

3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The first N5 notice of termination ('first N5 Notice') was served on February 27, 2025 with a termination date of March 25, 2025. The first N5 Notice alleges that on December 10, 2024, the Landlords entered the rental unit after a tree fell on the house. Upon entry, they discovered extensive damage to the rental unit. The Landlords' estimate for the damages is \$9,000.00. The Landlords also allege that on January 22, 2025, January 28, 2025, and February 18, 2025, their insurance company required the Tenant to remove their belongings from the unit to facilitate shoring up the unit for safety reasons. The Tenant did not respond to the Landlords' requests..
5. The second N5 notice of termination ('second N5 Notice') was served on August 25, 2025 with a termination date of September 14, 2025. The second N5 Notice contains the identical dates and allegations as in the first N5 Notice. It also contains information dated February 27, 2025 to August 19, 2025 relating to the service of the first N5 Notice and the lack of communication from the Tenant and the death of another tenant.
6. The first N5 Notice was served pursuant to section 64 of the *Residential Tenancies Act, 2006* (the 'Act') which states:

64 (1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

(2) A notice of termination under subsection (1) shall,

- (a) provide a termination date not earlier than the 20th day after the notice is given;
- (b) set out the grounds for termination; and
- (c) require the tenant, within seven days, to stop the conduct or Activity or correct the omission set out in the notice.

(3) The notice of termination under subsection (1) is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission.

7. As the first N5 Notice was served on February 27, 2025 by regular mail, it is considered served five days after the day it was mailed being March 4, 2025. The 7-day voiding period for the purpose of subsection 64(3) of the Act was March 5, 2025 to March 11, 2025.
8. The second N5 Notice was served pursuant to section 68 of the Act, which sets out:

68(1) A landlord may give a tenant notice of termination of the tenancy if,

- (a) a notice of termination was given to the tenant under section 62, 64 or 67; and
- (b) more than seven days but less than six months after the notice mentioned in clause (a) was given to the tenant, an activity

takes place, conduct occurs, or a situation arises that constitutes grounds for a notice of termination under section 60, 61, 62, 64 or 67, other than an activity, conduct or a situation that is described in subsection 61 (1) and that involves an illegal act, trade, business or occupation described in clause 61(2)(a). [Emphasis added]

9. The Landlords' second N5 Notice does not comply with subsection 68(1)(b) of the Act because the conduct plead on it, damage to the rental unit and the Tenant's failure to remove their contents, did not more than 7 days after the first N5 Notice was served. The date of the alleged conduct in the second N5 Notice was December 10, 2024, January 22, 2025, January 28, 2025, and February 18, 2025, the same dates as alleged in the first N5 Notice. Although the Landlords added the dates of February 27, 2025 to August 19, 2025 in the second N5 Notice and allege the Tenant did not inform them that another tenant had died, these dates also do not comply with subsection 68(1)(b) of the Act.
10. As the Landlords included the same dates in the second N5 Notice, the second N5 Notice is deemed invalid. The Board cannot consider this notice as part of the application.
11. The Landlords' L2 application was filed with the Board on October 9, 2025 pursuant to section 69 of the Act, which states:
 - 69 (1) A landlord may apply to the Board for an order terminating a tenancy and evicting the tenant if the landlord has given notice to terminate the tenancy under this Act or the *Tenant Protection Act, 1997*.
 - (2) An application under subsection (1) may not be made later than 30 days after the termination date specified in the notice. [Emphasis added]
12. In some cases where a second N5 is found to be defective, the Board can still hear and consider the Landlord's application on basis of the first N5 notice if the application was filed no later than 30 days after the termination date specified on the first N5 notice.
13. However, in this case the L2 application was filed more than 30 days after the termination date on the first N5 notice, The Landlord's L2 application was filed on October 9, 2025, and the termination date on the first N5 notice was March 25, 2025. This means that the Board does not have the authority to consider the Landlord's application solely on the first N5 notice pursuant to section 69(2) of the Act.
14. As the Landlords' second N5 notice is deemed invalid and the Landlords are not entitled to proceed solely on the first N5 notice, the application must be dismissed.

It is ordered that:

1. The Landlords' application is dismissed.

February 9, 2026
Date Issued

Susan Priest
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.