



Order under Section 69 Residential Tenancies Act, 2006

Citation: Beaux Properties Management Company v Warren, 2026 ONLTB 12476

Date: 2026-02-11

File Number: LTB-L-084165-25

In the matter of: 1105, 45 OAKMOUNT RD
TORONTO ON M6P2M4

Between: Beaux Properties Management Company Landlord

And

Beverly Warren Tenant

Beaux Properties Management Company (the 'Landlord') applied for an order to terminate the tenancy and evict Beverly Warren (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 January 27, 2026.

The Landlord's Agent, Athena Metaxas, the Tenant, and the Tenant's Legal Representative, Rachel Wickham, attended the hearing.

Determinations:

Preliminary Issue

1. At the outset of the hearing, the Tenant's representative raised a preliminary issue relating to the N5 notice of termination ('N5 Notice') mailed to the Tenant on September 17, 2025.
2. The Tenant's representative submitted that the N5 Notice filed with the Board on October 6, 2025 with the application is not the same N5 Notice the Tenant received. She submitted a copy of the N5 Notice received by the Tenant as evidence. This N5 Notice contains the allegation that on September 15, 2025, the Tenant substantially interfered with the reasonable enjoyment of another tenant by allegedly taking a package that did not belong to the Tenant.

3. The N5 Notice filed with the application repeats the original allegation but also contains a handwritten addition stating that the Tenant wilfully or negligently damaged the rental unit or residential complex. It further indicates that the Tenant is required to pay the Landlord \$53.45 for the alleged damage..
4. The Landlord's agent acknowledged that the N5 Notice had been amended to include the cost of the allegedly stolen package however, she was unable to confirm whether this amended notice was ever provided to the Tenant. I also note that the Landlord did not include this claim for damages in the L2 application.
5. As discussed at the hearing, the evidence and submissions before the Board do not satisfy me that the Tenant received the amended N5 Notice. The Landlord presented no evidence that the Tenant was informed of the changes to the N5 Notice, and I find the Tenant's evidence more reliable than that of the Landlord. The N5 Notice filed with the application was clearly altered to include a claim for damages, and the Tenant was not advised of this additional allegation.
6. Having found the N5 Notice filed with the application is invalid, the Landlord's application shall be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

February 11, 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.