



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

File Number: LTB-L-086373-25

In the matter of: 135 DONNENWERTH DR
WATERLOO ON N2E4C8

Between: Kamran Abdullayev Landlord

And

Rita Almeida
Luis Almeida Tenants

Kamran Abdullayev (the 'Landlord') applied for an order to terminate the tenancy and evict Rita Almeida and Luis Almeida (the 'Tenants').

This application was heard by videoconference on February 3, 2026.

Only the Landlord attended the hearing.

As of 9:34 a.m., the Tenants were 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.

Determinations:

1. At the hearing, I determined that the Landlord's N5 notice is invalid. Therefore, the application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N5 Notice of Termination- Substantial Interference

3. The Landlord's N5 notice of termination was served to the Tenants under their door on October 6, 2025, and lists a termination date of October 28, 2025.
4. The N5 notice does not select any of the boxes that sets out the reason for the notice being served. The details listed in the Landlord's notice alleges that the Tenant has failed to provide proof of a valid policy of Tenant's insurance.

5. Subsection 43(2) of the Residential Tenancies Act, 2006 (the 'Act'), states that a notice of termination given by a landlord shall set out the reasons and details respecting the termination.
6. Also, in *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, the Divisional Court held that details are necessary so the tenant is in a position to know the case to be met, can decide whether to dispute the allegations made against them, and can consider whether to stop the behaviour or correct the omission and void the notice.
7. A tenant has the ability to void a first N5 notice in accordance with section 64(2)(c), and 64(3) of the Act, and the decision in *Ball v Metro Capital Property* emphasises that reasons and details in the N5 notice are a requirement.
8. The N5 notice form contains "check boxes" that a landlord must complete to specify the reason or basis for the N5 being served, and whether the N5 notice is a first voidable N5, or a second non-voidable N5.
9. The Landlord's N5 notice does not check any of the three boxes to specify the reason that is the basis for serving an N5 notice of termination. The only check box selection made on the N5 notice is listed under Reason 2 which relates to an allegation of damage pursuant to section 62 of the Act however, the allegation listed on the N5 notice does not relate to damage.
10. Section 212(2) of the Act provides that an error in a form or document is substantially compliant unless there is prejudice to a parties' ability to participate.
11. I do not find a first N5 notice that fails to indicate the basis of the notice, and improperly selects a box relating to damage, contains the required reasons and details as articulated in *Ball v. Metro Capital Property*. The lack of clarity in the N5 notice would prejudice the Tenant's ability to participate.
12. Accordingly, I do not find the Landlord's N5 notice is valid. In the absence of a valid notice of termination the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

February 10, 2026
Date Issued

Kyle McGraw
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.