



Order under Section 69 / 88.1 / 89 Residential Tenancies Act, 2006

Citation: Ali v Axiotis, 2026 ONLTB 13220

Date: 2026-02-09

File Number: LTB-L-091661-25

In the matter of: 76, 141 GALLOWAY RD
SCARBOROUGH ON M1E4X4

Between: Alicia Ali Landlord

And

Kalliopi Axiotis Tenants
Kofi Debra Carmichael

Alicia Ali (the 'Landlord') applied for an order to terminate the tenancy and evict Kalliopi Axiotis and Kofi Debra Carmichael (the 'Tenants') because:

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

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

Alicia Ali (the 'Landlord') also applied for an order requiring Kalliopi Axiotis and Kofi Debra Carmichael (the 'Tenants') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

Alicia Ali (the 'Landlord') also applied for an order requiring Kalliopi Axiotis and Kofi Debra Carmichael (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on February 4, 2026.

The Landlord's Legal Representative, Rizna Rishafy, the Landlord, the Tenants' Legal Representative, Lynn Baxter and the Tenants attended the hearing.

Preliminary Issue:

1. The Tenants' Legal Representative brought up an issue regarding the N5 notice and she stated that the notice did not provide specific dates and specific details. The notice stated that in July of 2025, the Tenants misused the air conditioner and owe the Landlord, \$237.30, in March of 2025, the Tenants made unnecessary complaints to the City, in March of 2025, the Tenants caused damage around the property and owe the Landlord \$1,000.00.
2. Ms. Baxter submitted that the notice only provides vague descriptions of the allegations and provides no invoices to support any of the damage claims. She stated that this notice does not comply with section 43(2).
3. The Landlord's Legal Representative argued that the Tenants' damaging of the property has been an ongoing issue which is why she set out the notice that way. She believed that the Tenants understood the case.
4. Section 43(2) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") states "If the notice is given by a landlord, it shall also set out the reasons and details respecting the termination..."
5. In *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, the Divisional Court set out that notices must include dates and times of the alleged conduct along with a detailed description of the alleged conduct. The Tenant must know what the case is that they have to meet and to decide whether to dispute the notice. The Landlord's notice did not provide specific details and dates and the Landlord failed to include any estimates or invoices for the alleged damage claim. The notice did not set out the case to be met for the Tenants.
6. I find that the N5 notice of termination is defective for non-compliance with section 43(2) of the Act and it did not meet *Ball v. Metro*.
7. As such, the Landlord cannot rely on this notice to terminate the tenancy.

It is ordered that:

1. The Landlord's application is dismissed.

February 9, 2026
Date Issued

Carrie Bertrand
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.