



Order under Section 69 Residential Tenancies Act, 2006

Citation: Zhou v Huang, 2026 ONLTB 13158

Date: 2026-02-12

File Number: LTB-L-091677-25

In the matter of: Basement Room 1, 54 CHILMAR CRES
THORNHILL ON L4J6Y5

Between: Yinghong Zhou Landlord

And

Peican Huang Tenant

Yinghong Zhou (the 'Landlord') applied for an order to terminate the tenancy and evict Peican Huang (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

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

The Landlord's Legal Representative, Yi Fu Dang, the Landlord, the Tenant's Legal Representative, Nnonyechi Okewa and the Tenant attended the hearing.

Preliminary Issue:

1. The Tenant's Legal Representative brought up an issue regarding the first N5 notice and she stated that the notice was vague and it did not provide specific dates and specific details. The notice stated that from "July 1, 2025 and to present, the Tenant regularly yells inside the unit, including late at night... and further that the "Tenant repeatedly attends at the second tenant's private door at all hours of the day and night." The Landlord also provided one date, July 26, 2025 whereby they alleged that the Tenant was harassing the Landlord by falsely accusing them of injuring the Tenant.
2. The Landlord's Legal Representative argued that the Tenant's behaviour has been occurring consistently which is why a 6-month time period was provided as the date. He

further stated that one date was provided on the notice and that the Tenant understood the case.

3. 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...”
4. 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 provided a 6-month time period where the Tenant was alleged to have disturbed other tenants and the Landlord. The notice did not provide specific dates, specific occurrences, how the Tenant’s behaviour affected others and it did not set out the case to be met for the Tenant.
5. I find that the first N5 notice of termination is defective for non-compliance with section 43(2) of the Act and it did not meet *Ball v. Metro*. Therefore, the Landlord was not allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act*, 2006 (Act).
6. As such, the Landlord cannot rely on these notices to terminate the tenancy.

It is ordered that:

1. The Landlord’s application is dismissed.

February 12, 2026
Date Issued

Carrie Bertrand
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.