



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

File Number: LTB-L-086772-25

In the matter of: Unit 1, 63 JEAN ST
SUDBURY ON P3C4W2

Between: Julie Kennedy Landlord

And

Jessica Quenneville Tenant

Julie Kennedy (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Quenneville (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 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 3, 2026.

The Landlord and the Landlord's Legal Representative Graeme Stevens and the Tenant and the Tenant's Legal Representative Allison Woods attended the hearing.

Determinations:

The Application is dismissed

1. At the outset of the hearing the Tenant's Legal Representative requested that the Landlord's Application be dismissed on the basis that the both N5's are deficient.
2. The Tenant's Legal Representative testified that both N5 are identical, containing the same allegations, and the 2nd N5 does not raise new allegations, instead containing the exact same allegations as the 1st N5.
3. The Tenant's Legal Representative also testified that the N5's fail to provide adequate particulars to allow the Tenant to respond. She testified that the allegations provide only

broad date ranges rather than specific dates and times, for example the N5 alleges that the Tenant has locked the Landlord out of the rental unit. The N5 alleges this occurred January 2024 to October 2025. The N5 also alleges that the Tenant is impeding the sale of the property from July 2025 to October 2025 and has a large number of dogs at the property from February 2025 to October 2025. The Tenant's Legal Representative also testified that beyond the large date ranges the allegations themselves lack specifics for example there is no indication how many dogs are in the unit for example or how they are damaging the property. The Tenant's Legal Representative testified that it would not be appropriate for the Tenant to be expected to review their conduct over the course of several months to determine what misconduct is being alleged or when it occurred.

4. The Tenant's Legal Representative also testified that while the N5 alleges that the Tenant has damaged the rental unit, there is no amount the Tenant can paid to void which is listed on the N5.
5. The Landlord's Legal Representative testified that the Landlord's disclosure provides additional context for the allegations. He also indicated that the allegation that the Tenant has changed the locks and has not provided the Landlord with keys is clear enough for the Tenant to respond.
6. He also indicated that the Landlord filed a second N5 with about the same allegations rather than filing on the basis of the first N5 because the Tenant did not stop the conduct.
7. Ball v. Metro Capital Property, [2002] O.J. No. 5931 ("Ball") dictates that notices must provide sufficient details to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met.
8. I am not satisfied that the N5 notices provide adequate particulars, the date ranges provided for every allegation are broad and stretch across several months, additionally, the details themselves are unclear for example it is not clear how many dogs the Landlord take issue with, or how they are damaging the property.
9. While the Landlord's Legal Representative testified that additional details are provided in their disclosure, the disclosure is not the Notice, and the expectation is that the Notice itself shall provide sufficient particulars, I am not satisfied that it is reasonable to expect that the Tenant must review the entirety of the Landlord's disclosure in order to ascertain the allegations against them.
10. The Landlord's Legal Representative also testified that the N5's contains one clear allegation, namely that the Tenant has changed the locks and must provide a key with 7 days, and therefore the L2 should be permitted to proceed. I disagree that the N5 provides adequate particulars for this allegations for the reasons outlined above. However, even if I were to agree with the Landlord's Legal Representative that this allegation contains sufficient particulars this does not save the N5s as they also allege that the Tenant has damaged the rental unit but do not provide an amount or instructions to void. Therefore the Tenant is unable to void the N5s and they are invalid.
11. Additionally, the L2 is based on the second N5 notice of Termination which is identical to the first and contains no new allegations. Therefore I am satisfied that it is invalid, and the

Landlord should have filed based on the TTs failure to void the 1st N5 notice of Termination.

12. Therefore, the Landlord's Application shall be dismissed.

It is ordered that:

1. The Landlord's Application is dismissed.

February 18, 2026

Date Issued

Reid Jackson

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.