



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Di Zazzo v Willett, 2026 ONLTB 12088

Date: 2026-02-10

File Number: LTB-L-097254-25

In the matter of: 8, 1510 Barton Street East
Hamilton ON L8H2X4

Between: Steve Di Zazzo Landlord

And

Dawn Willett Tenant

Steve Di Zazzo (the 'Landlord') applied for an order to terminate the tenancy and evict Dawn Willett (the 'Tenant') because:

- 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 applied for an order requiring the Tenant 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on February 3, 2026. Only the Landlord attended the hearing.

As of 10:01 a.m., the Tenant was 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. On May 30, 2025, the Landlord gave the Tenant a Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding (N5) notice with a termination date of June 30, 2025.
2. The Landlord alleged in the notice of termination that on March 7, 2024, September 10, 2024, and March 25, 2025, the Tenant's dogs gave birth to 6, 11, and 7 puppies, respectively. In addition, the Landlord claimed that on unknown dates the Tenant was fined

by animal control, he received complaints about a bad odour from the rental unit and observed damage to the flooring totaling \$3,500.00.

3. The Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
4. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the Act.
5. On September 30, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contained the same allegations as the first. As there were no new allegations after the service of the first N5, and the Tenant did not void that first N5, it was not necessary for the Landlord to serve a second N5. Therefore, I gave no further consideration to the second N5 and based my decision on the first N5.
6. Section 69(2) of the Act states that an application for an order terminating a tenancy and evicting the tenant based on a notice of termination given to the tenant may not be made more than 30 days after the termination date specified in the notice. This application was filed on November 20, 2025, which is more than 30 days after the June 30, 2025 termination date specified in the first notice. Therefore, the part of the application based upon this N5 notice of termination cannot proceed either.

It is ordered that:

1. The Landlord's application is dismissed.

February 10, 2026
Date Issued

Jitewa Edu
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.