



**Order under Section 69 / 88.1 / 89 / 31
Residential Tenancies Act, 2006**

Citation: Ngalula Mwadi v Baig, 2026 ONLTB 13870

Date: 2026-02-12

File Numbers: LTB-L-057038-24
LTB-T-085629-23

In the matter of: 10 KEYWOOD CRT
BRAMPTON ON L6P4L5

Between: Marie Jeannette Ngalula Mwadi Landlord

And

Furqan Ahmed Baig Tenants
Aysha Furqan

Marie Jeannette Ngalula Mwadi (the 'Landlord') applied for an order to terminate the tenancy and evict Furqan Ahmed Baig and Aysha Furqan (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; and
- 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 applied for an order requiring 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

The Landlord also applied for an order requiring 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 Tenants 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. **The above all relate to the Landlord's L2 Application.**

The Tenants applied for an order determining that the Landlord:

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household; and
- harassed, obstructed, coerced, threatened or interfered with the Tenants; and

- withheld or interfered with their vital services or care services and meals in a care home.
This is the T2 Application.

These applications were heard by videoconference on January 20, 2026.

The Landlord, the Tenants, and the Tenants' Legal Representative, Ravinder Malik, attended the hearing.

Determinations:

L2 Application – Preliminary Issue

1. On June 20, 2024, the Landlord gave the Tenants a first, voidable N5 notice of termination ('first N5 Notice') with the termination date of July 15, 2024. The first N5 Notice contains the following allegations:
 - *December 30, 2022 – Since the beginning of the lease on Nov 1, 2022, we've made it clear that we would like to share the backyard with the tenants, but not with the dog. However, the dog is often in the backyard, so we can't use it, and the landscape is being destroyed.*
 - *May 24, 2023 – On June 5, 2023, we were made aware that a family member would benefit from air conditioning (AC). But, the central AC makes the basement very cold. Despite efforts to accommodate the tenants, I've also been sick due to this situation.*
 - *August 12, 2023 – A hole was made to the side of the house in order to access the internet upstairs. This was done without my consent. Cars are often driven on the lawn. Garage door has been broken. October 2023 rent not paid. Loud noise if often heard late at night.*
2. The Landlord also indicates in the first N5 Notice that the Tenants have wilfully or negligently caused damaged to the rental unit or residential complex. The Landlord is seeking \$10,000.00 in compensation for the undue damage.
3. On June 29, 2024, the Landlord gave the Tenant a second N5 notice of termination ('second N5 Notice') with a termination date of July 15, 2024. This second N5 Notice sets out the identical allegations as listed in the first N5 Notice.
4. As explained at the hearing, I find the first N5 Notice is unduly vague as it lacks necessary references to specific dates including dates and times for the Tenants' dog being in the backyard and damaging the property, how the Tenants caused an issue with the air conditioning and which date is the Landlord relying on, and in regards to the hole in the side of the house and damage to the garage door, there is no indication of who caused the alleged damage. Furthermore, unpaid rent requires a different notice of termination, and there are no dates relating to the loud noises.
5. While the Landlord submitted the Tenants were aware of the prohibited conduct before the first N5 Notice was served and intended to lead direct evidence of the Tenants' alleged misconduct at the hearing, the problem lies in the actual text of the originating document, the first N5 Notice, which is the document against which the respondent Tenants must craft their answer. I find on the balance of probabilities that the vague allegations contained in the first N5 Notice frustrated their ability to fully and properly respond to the application. If the Tenants are deprived of the ability to know the precise dates and substance of various

allegations prior to the hearing, the missing information necessarily compromises their defence.

6. According to the Ontario Divisional Court's decisions in both *Kuzyk v. S.K. Properties*¹ and *Ball v. Metro Capital Property*² if a notice of termination issued by a landlord is confusing to the degree that a reasonable person could not understand the precise actions or omissions that caused the landlord to pursue eviction, a Member would find it defective. Specifically, the Court in *Ball* stated that "particulars should include dates and times of the alleged offensive conduct, together with a detailed description of the alleged conduct engaged in by the tenant."³ A defect in a notice of termination cannot be cured through direct evidence or clarifications offered at the subsequent merits hearing.
7. Having found that the first N5 notice is invalid, the Landlord cannot rely on the second N5 notice to correct the shortfall in the first notice. Section 68 of the Act requires a valid first, voidable N5 before a landlord may serve a second, non-voidable N5. A landlord cannot cure an invalid notice by serving a second notice or by relying on extensive evidence at the hearing to fill in missing particulars.
8. As there is no valid N5 notice of termination given in accordance with the Act, the Board lacks the jurisdiction to terminate the tenancy or to grant any of the remedies sought in the L2 application. As such, the Landlord's application shall be dismissed.
9. At the conclusion of the Landlord's application, the Tenants' representative advised that the Tenants vacated the rental unit on August 1, 2025. The Board acknowledged that the Landlord's application included claims for undue damages allegedly caused wilfully or negligently by the Tenants, as well as substantial interference with the Landlord's lawful rights, in the amounts of \$5,000.00 and \$10,000.00 respectively. Because the information that the Tenants had vacated the rental unit was not provided until after the conclusion of the hearing on the Landlord's application, the Landlord was informed that, although the application was dismissed due to the invalidity of the first N5 Notice, she is not precluded from filing an L10 application with the Board to seek compensation.

T2 Application – Preliminary Issue

10. In the application, the Tenants claim substantial interference with their reasonable enjoyment of the rental unit and/or residential complex, harassment, and the withholding of vital services. The details in the application are as follows:
 - *Substantial interference: : Landlord regularly obstructs access to backyard of the property to tenant's family and their pet. Landlord not allowing use of garage to the tenant and keeping his personal stuff in garage. Letters attached.*
 - *Harassment: Harassed and threatened to throw tenants out. Not accepting rent to show that we are not defaulting on rent.*
 - *Withhold vital services: Landlord switched off air condition unit in peek summer. This happened during May 2023, to September 2023 many times. Letters with this regard are attached here.*

¹ Toronto Docket No. 106/01, [2001] O.J. No. 5260 (Div. Ct.) Re: TSL-18855.

² [2002] O.J. No. 5931 (Ont. Div. Ct.) ('Ball').

³ Ibid. at para. 7.

11. Upon reviewing the face of the T2 application, I find that the particulars and detailed descriptions of the alleged conduct were not sufficiently presented in the application. A party is required to plead the material facts of their case in the application itself, rather than relying solely on supplemental evidence or documents submitted thereafter.
12. In the case *Jaldhara v. Hussain*⁴, 2018 ONSC 6715 (CanLII) the Divisional Court held that a court may not determine a case on issues which have not been clearly identified or plead in a party's pleadings. The Court stated at paragraph 28,

“Absent some special circumstances it is unfair for a case to be decided on an issue not identified by the parties in the pleadings. Under such circumstances the case may be dismissed or a new trial maybe ordered where judgment has been granted on the basis of an unpleaded claim or defence: *Garfin v. Mirkopoulos* 2009 ONCA 421 (CanLII), [2009] O.J. No. 2038 at para. 20 (Ont. C.A.); see also *Kalkinis supra*.”
13. In the case before me, I find that the Tenants' application is so vague and lacking in particulars that it did not permit the Landlord to know the case to be met, nor to meaningfully respond. It is not sufficient for a party to rely on the presumption that the opposing party will piece together the allegations during the course of the hearing. The burden rests on the applicant to clearly set out their claim in the application.
14. As the Tenants' application does not meet the legal requirements of clarity and specificity, and as no special circumstances have been established to excuse these deficiencies, the Tenants' application shall be dismissed.

It is ordered that:

L2 Application

1. The Landlord's application is dismissed.

T2 Application

2. The Tenants' application is dismissed.

February 12, 2026
Date Issued

Susan Priest
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.

⁴ *Jaldhara v. Hussain*, 2018 ONSC 6715