



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-079556-25

In the matter of: 9, 1230 RADOM ST
PICKERING ON L1W3B8

Between: Branden Wallace Landlord

And

Justin Bodnarchuk Tenant

Branden Wallace (the 'Landlord') applied for an order to terminate the tenancy and evict Justin Bodnarchuk (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 has been persistently late in paying the Tenant's rent.

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 January 12, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As a preliminary issue, I raised concerns that the N5 and N8 notices did not satisfy the requirements of subsection 43(2) of the *Residential Tenancies Act, 2006* (the 'Act'), which provides, in part:

43 (2) If the notice is given by a landlord, it **shall also set out the reasons and details respecting the termination** and inform the tenant that,...(emphasis added)

N8 Notice

2. The N8 notice that was deemed served on the Tenant on September 24, 2025 provides:

The tenant moved into the room in February of 2024. Since the move in date and today's date, he's only paid rent 1 month on time. This equates to 20 months as a tenant and paid rent only 1 month on time. As of today's date, I still don't have rent for this month, which now makes it 19 days late. I have had repeated conversations with the tenant regarding the late rent to absolutely no resolution. These circumstances have added immense strain on my family. I made multiple attempts to work with the tenant.

3. Specifically, I identified that there was no indication in the N8 notice of either the specific months the Tenant is alleged to have paid their rent late and when these late payments were made (if at all).
4. The Landlord submitted that there were enough specifics in the N8 notice for the Tenant to understand the case against him. He noted that the notice's narrative indicated a start date (February 2024) and that the Tenant could easily infer that the N8 covered the 20-month period February 2024 - October 2025.
5. In *Ball v Metro Capital Management Inc.* [[2002] OJ No 5931 (Div Crt)] ('*Ball*') the Divisional Court considered subsection 43(2) of the Act and found that the purposes of requiring that a landlord provide reasons and details on a notice given pursuant to the Act was to:
 - a) allow the tenant to be in a position to know the case to be met before the Board;
 - b) allow the tenant to decide whether or not to dispute the allegations made by the landlord; and, in the case of a voidable notice,
 - c) allow the tenant to stop the conduct or activity or correct the omission.
6. The Divisional Court found that, to be in compliance with subsection 43(2), a notice should include dates and times of the alleged conduct, together with a detailed description of the alleged conduct. [*Ball*, paras 10 and 12.]
7. While *Ball* dealt with a notice of termination under section 64 of the Act, I find that the test established by the Divisional Court applies equally to notices of termination given pursuant to other provisions of the Act, including a notice given pursuant to subsection 58(1) based on allegations that a tenant has persistently failed to pay rent on the date that it becomes due. Subsection 43(2) applies to all notices delivered pursuant to the Act and as noted below, the Board has applied *Ball* to notices delivered pursuant to 58(1).
8. I find that to satisfy the requirements of subsection 43(2) and *Ball*, an N8 must identify the specific months that the rent has been purportedly paid late and the date on which the rent was received for that rental period if the landlord is asserting that the tenant paid the rent late. In my view, this information is necessary for the tenant to be in a position to know the case to be met before the Board and to decide whether or not to dispute the allegations made by the landlord in support of the request that the tenancy be terminated.

9. Applying the test in *Ball* to the matter at hand, I find that the N8 identifies the general due date for the rent (1st of the month) and the number of months of purported late payment of rent (12) but does not make any reference to either the specific calendar months of late payment or to when any late payments were received. I do not accept the Landlord's Legal Representative's submission that a clear inference can be made regarding which months rent was paid late from the information provided on the N8.
10. Based on the foregoing, I find that the N8 served by the Landlord does not satisfy the requirements of subsection 43(2) of the Act and, as a result, this aspect of the L2 application must be dismissed.

N5 Notice

11. A first, voidable N5 notice of termination was given to the Tenant on September 8, 2025, with a termination date of October 4, 2025.
12. The allegations on this N5 notice were as follows:
 - a) July 7, 2025 – 15:44 hours – Received a phone call from another tenant occupying a room in the same house. He complained of a large dog barking, peeing, defecating and tearing up the common areas. He felt uncomfortable using the kitchen.
 - b) July 10, 2025 – 19:20 hours – Received a phone call from the same tenant with the same complaints. He was very upset not being comfortable using the common areas and being kept up by the dog barking in the house.
 - c) July 17, 2025 – 19:54 hours – Received an email from the condo corporation informing me of my tenants dog running wild. I was informed it bit another owner due to negligence.
 - d) August 16, 2025 – 21:02 hours – Same complaint as the first two complaints.
 - e) August 29, 2025 – 21:16 hours – Same complaint as the first two complaints.
13. As outlined in my discussion of *Ball* above, there is a requirement that notices of termination provide enough specifics for the tenant to be able to defend, dispute or void the allegations being made against them.
14. In the current N5, the dates and times outlined appear, on their face, to be the dates and times of when the Landlord received complaints from other tenants in the rental unit, not the dates and times of the alleged substantial interference activities of the Tenant (and his dog).
15. This N5 Notice was issued under s. 64 of the Act. Section 64(3) of the Act states:

64(3) The notice of termination under subsection (1) is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission.

16. The N5 Notice fails to outline what the Tenant must do in order to come into conformity with the Landlord's expected behaviour (voiding the notice) and stopping the alleged substantial interference. There is no clear direction as to the steps the Tenant must take to successfully void the N5 Notice, and, as such, I find that the N5 Notice is defective and that this aspect of the L2 application must also be dismissed.
17. Since I have found the 1st N5 Notice in this matter to be defective, I do not need to consider the validity of the 2nd N5 Notice.

It is ordered that:

1. The Landlord's application is dismissed.

February 18, 2026

Date Issued

Curtis Smith

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.