



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-083469-25

In the matter of: UNIT 1, 2023 BLUEFIELDS DR
BURLINGTON ON L7P 1J9

Between: DH Westview Properties Ltd. Landlord

and

Carly Coulson Tenants
William Heaton

Dh Westview Properties Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Carly Coulson and William Heaton (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 Tenants. The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 7, 2026.

The Landlord's agent, Lynn Arnold, and their representative, Sarah Teal, and the Tenant, Carly Coulson, attended the hearing. Carly Coulson testified on behalf of the Tenants.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy; therefore, the application is dismissed.

N5 Notice of Termination

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Landlord served the Tenants with a first, voidable N5 notice of termination, alleging substantial interference with reasonable enjoyment of the residential complex by the Landlord and other Tenants. The notice was deemed served on August 11, 2025, and specified a termination date of September 1, 2025.
4. The first N5 notice alleges that on August 7, 2025, neighbours were woken up from banging, smashing, yelling, and patio doors being slammed. An unknown male started punching the Tenant's flower basket.

5. The Landlord submitted that after service of the first N5 notice, the Tenant's behaviour did not improve. Therefore, the Landlord served the Tenant a second, non-voidable N5 notice of termination on September 15, 2025, with a termination date of September 30, 2025, in accordance with section 68 of the *Residential Tenancies Act, 2006* (the 'Act').
6. The second N5 notice raises safety concerns because of the continued police attendance at the rental unit. The Landlord states that the Tenants' and/or their guests' behaviour and conduct has interfered with other Tenants' or the Landlord's reasonable enjoyment of the residential complex, and/or lawful rights, privileges or interests.
7. The Tenant, Carly Coulson, testified that she was in an abusive relationship which ended sometime in November 2025. The Tenant further testified that she suffers from depression and mental health issues as a result of that relationship. She has been attending counselling since November 2025.
8. In accordance with subsection 43(2) of the Act, a notice of termination served by a landlord must "set out the reasons and details respecting the termination". This requirement was considered by the Divisional Court in *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, where the court held that notices of termination must contain specific details as to the behaviour complained of including dates and times of that behaviour.
9. I find that the second N5 Notice does not satisfy requirement to provide adequate reasons and details because it does not clearly identify what specific conduct by the Tenants or their guests constituted substantial interference. The notice refers generally to police

attendance on specific dates and safety concerns but does not clearly describe what the Tenants or their guests actually did that substantially interfered with others. Without clear particulars of the alleged conduct, the notice does not satisfy the requirement articulated in *Ball v. Metro Capital Property*.

10. In addition, the Landlord failed to provide any direct evidence to support the allegations contained in the second N5 Notice. The Landlord's agent, Lynn Arnold, testified that she received emails from residents complaining about the Tenant. I was referred to the emails which redacted the names of the sender. Ms. Arnold stated that the complainants did not wish to be identified because they were fearful.
11. The N5 notice is not evidence of the truth of its contents, and in the absence of direct testimony to assess the credibility or reliability of the complainants, or documentary evidence that identifies the complainants, the allegations raised by the Landlord remains to be unproven.

It is ordered that:

1. The Landlord's application is dismissed.

February 27, 2026
Date Issued

Adeela Alvez
Member, Landlord and Tenants Board

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