



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-083172-25

In the matter of: Basement, 73 ROYVIEW CRES
WOODBIDGE ON L4H2T6

Between: Changwei Zhu Landlord

And

Teniola Akpebe Tenants
Osamudiamen Ose Micah

Changwei Zhu (the 'Landlord') applied for an order to terminate the tenancy and evict Teniola Akpebe and Osamudiamen Ose Micah (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 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 number of persons living in the unit on a continuing basis is more than permitted by health, safety or housing standards;

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' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on January 13, 2026.

The Landlord and the Tenants attended the hearing. Wenwen Chen attended as an interpreter for the Landlord.

Determinations:

1. The Tenants was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination - Substantial interference

2. On September 25, 2025, the Landlord gave the Tenants an N5 notice of termination with the termination date of October 31, 2025.

3. At the hearing, I raised a preliminary issue regarding the N5 notice. Specifically, the N5 notice lacked any particulars for the Tenants to know the case to be met.
4. In *Ball v Metro Capital Management Inc.* [2002] OJ No 5931 (Div Crt), the Divisional Court considered subsection 43(2) of the *Act* and found that the purpose of requiring that a landlord provide reasons and details in a notice was to:
 - (a) allow the Tenants to be in a position to know the case to be met;
 - (b) allow the Tenants to decide whether or not to dispute the allegations made by the landlord; and, in the case of a voidable notice; and
 - (c) allow the Tenants to stop the conduct or activity or correct the omission. Thus, to comply with subsection 43(2) of the *Act*, a notice should include the dates and times of the alleged conduct, together with a detailed description of the alleged conduct.
5. While *Ball* dealt with a notice of termination under s. 64 of the *Act*, I find that the test applies equally to notices of termination, including N5 notices.
6. The notice of termination contains the following allegations:
 - a) On September 18, 2025 – the Tenants brought an unauthorized Tenants into the rental unit without the Landlord's consent. The Tenants refused to provide I.D. for this individual
 - b) On July 12, 2025 – the Landlord requested that the Tenants vacate the rental unit and terminate the lease due to unsafe electrical and safety concerns. The Tenants must remove the unsafe machinery from the basement.
7. I find that the N5 notice lacks particulars that are needed for the Tenants to know the case to be met. The September 18, 2025 incident does not reference what section of the *Act* the Tenants are violating by not providing I.D. of an occupant. Furthermore, the July 12, 2025 incident is vague and lacks specific details regarding why the electrical was unsafe and why the machinery should be removed from the basement.
8. For the reasons above, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 2, 2026
Date Issued

Vishal Nanda
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.