



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

File Number: LTB-L-095010-25

In the matter of: 144, 10 EDDYSTONE AVE
NORTH YORK ON M3N2T2

Between: Nazim Rahman Landlord

And

Baptiste Ainsley Tenant

Nazim Rahman (the 'Landlord') applied for an order to terminate the tenancy and evict Baptiste Ainsley (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, 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 claimed compensation for each day the Tenant remained in the unit after the termination date.

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 25, 2026.

Only the Landlord attended the hearing.

As of 9:30 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. For the reasons set out below, the Landlord's application is dismissed.

The L2/N5 Notice

2. At the outset of the hearing, the Board raised a preliminary issue regarding the validity of the N5 notice. The Board displayed the N5 notice on the screen and asked the Landlord to confirm the document. The Landlord confirmed that it was the N5 notice he filed with the Board. The N5 notice does not indicate whether it is a first N5 notice or a second N5 notice.
3. Section 43 of the *Residential Tenancies Act, 2006* (the “Act”) requires that a notice of termination shall set out the reasons and details respecting the termination.
4. In *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 (‘Ball’), the Ontario Divisional Court stated that the notice of termination must provide sufficient detail to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met.
5. Subsection 64(1) of the Act permits a landlord to give a notice of termination where the conduct of the tenant, another occupant of the rental unit, or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant, or substantially interferes with another lawful right, privilege, or interest of the landlord or another tenant. Subsection 64(3) provides that the notice is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission.
6. In this case, the N5 notice does not indicate whether it is a first or second N5 notice and does not inform the Tenant of the right to void the notice by correcting the conduct within seven days. I find that these omissions are material. They create confusion and fail to provide the Tenant with the information required to understand the case to be met and the steps available to avoid termination. As a result, I find the N5 notice is invalid. The portion of the Landlord’s L2 application relying on the N5 notice is dismissed.

Compensation for damages

7. The Landlord alleges the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
8. The Landlord testified that in October 2025 the Tenant informed him that the unit door was missing and that it cost \$300.00 to replace it. However, the Landlord did not provide supporting documentation to substantiate this claim. The Landlord did not file an invoice or receipt and did not provide photographs showing the alleged damage or the replacement door. In the absence of supporting evidence, I am not satisfied that the Landlord has proven this claim on a balance of probabilities. This claim is dismissed.

It is ordered that:

1. The Landlord’s application is dismissed.

March 6, 2026
Date Issued

Joy Xiao
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.