



Order under Section 69 Residential Tenancies Act, 2006

Citation: Perth and Stratford Housing Corporation v Anjema, 2026 ONLTB 19135

Date: 2026-03-03

File Number: LTB-L-107254-25

In the matter of: 102, 173 ST DAVID ST
MITCHELL ON N0K1N0

Between: Perth and Stratford Housing Corporation Landlord

And

Garrett (Willow) Anjema Tenant

Perth and Stratford Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Garrett (Willow) Anjema (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

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 February 24, 2026.

The Landlord's agent Leah White and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord's application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 20, 2025, the Landlord gave the Tenant an N7 notice of termination ("N7 Notice"), deemed served November 25, 2025. The allegations can be summarised as follows. From June 19, 2025, to November 21, 2025, pest control technicians attended the rental unit to complete pest treatments, but the Tenant denied access to the technicians each time. During the most recent attendance to the rental unit, the technician's note indicated that when the Tenant opened the front door to the rental unit, the technician observed 15 to 20 cockroaches inside the rental unit. The technician also noted the rental unit is "critical", and the "problem" in the unit will spread throughout the building unless it is addressed. The Landlord also referenced subsection 62 of the *Residential Tenancies Act*,

2006 ('the Act') in the details as the basis for the notice. The Landlord indicated on the details, that the notice cannot be voided.

4. Subsection 62 of the Act reads:
5. a landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex **wilfully or negligently causes undue damage** to the rental unit or the residential complex.

[Emphasis Added]

6. A notice issued pursuant to subsection 62 of the Act is a voidable notice as per subsection 62(2)(c) of the Act. Thus, a notice issued under subsection 62 of the Act, is a N5 Notice of Termination, not N7 Notice of Termination – which is a non voidable notice.
7. The provision governing the grounds on the Landlord's N7 notice is subsection 63 of the Act, which reads:

63 (1) Despite section 62, a landlord may give a tenant notice of termination of the tenancy that provides a termination date not earlier than the 10th day after the notice is given if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex,

(a) wilfully causes undue damage to the rental unit or the residential complex;

....

[Emphasis Added]

8. At hearing, the Board raised a preliminary issue with respect to the validity of the Landlord's N7 Notice of Termination. Subsection 43(2) of the Act requires that if a notice is given by a landlord, it shall set out the reason and details respecting the termination. The Divisional court in *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 ("*Ball*"), clarified that the particulars that notices of termination should include are dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged by the tenant. The facts on the N7 Notice did not contain sufficient details and particulars towards the grounds selected for the termination of the tenancy. In other words, the notice did not contain sufficient particulars as to what constituted "damage". Furthermore, a N7 Notice is a non-voidable notice, and by referencing a voidable provision of the Act which the Landlord is relying on as the ground for the termination of the tenancy is misleading and confusing. For these reasons, the Board determined the N7 Notice was invalid.
9. Both parties agreed that the Tenant would permit the Landlord's staff, contractors, and pest control technicians to access the rental unit upon the Landlord providing a valid notice of entry; the Tenant will prepare the rental unit for pest control treatment; the Tenant will report to the Landlord any issues concerning pests or maintenance; and the Tenant will work with housing support to address any tenancy concerns. Since these terms do not relate to grounds for N7 Notice for wilful damage, they are not enforceable but have been referenced in this order for the parties' convenience.

10. Accordingly, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 3, 2026

Date Issued

Inderdeep Padma

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.