



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: GARCIA-BOURAS v GRENIER, 2026 ONLTB 20091

Date: 2026-03-16

File Number: LTB-L-107211-25

In the matter of: Upper, 163A WELLAND AVE
ST CATHARINES ON L2R2N9

Between: ALEJANDRO GARCIA-BOURAS

Landlord

And

ETHIN GRENIER

Tenant

ALEJANDRO GARCIA-BOURAS (the 'Landlord') applied for an order to terminate the tenancy and evict ETHIN GRENIER (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 Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

ALEJANDRO GARCIA-BOURAS (the 'Landlord') applied for an order requiring ETHIN GRENIER (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 March 3, 2026.

The Landlord, the Tenant and the Tenant's Legal Representative Glenn Gosling attended the hearing.

Preliminary Issue:

1. Upon review of the N5 and N7 Notice of Termination, section 43 of the *Residential Tenancies Act* requires the Landlord to identify the rental unit address, including sufficient particulars to clearly identify the rental unit. This includes the municipality and province.
2. The purpose of this requirement is not merely administrative, but it ensures that the clearly understands which tenancy is being terminated and confirms that the Board has jurisdiction. In this case, the N5 and N7 filed with the Board does not state the municipality or province of the rental unit. I find that the address of the rental unit is incomplete on its face.
3. I find that an address that municipality and provinces create some legal uncertainty. The Board cannot assume jurisdiction based on inference, nor can amend or correct a defective notice. The defect is substantive, not technical. It affects identification of the rental unit, clarity of the notice, and the Board's jurisdictional certainty.
4. On my own motion, I considered section 212(2) of the 'Act' which states:

(2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act.

5. I find that omission of the municipality and province is not a minor clerical error. Section 212(2) cannot be used to rewrite a notice, supply missing mandatory information, and validate a notice that fails to comply with the statutory requirements. It is a failure to properly identify the rental unit and therefore it failure to comply mandatory and statutory requirements under section 43 of the 'Act'.
6. In my view, the principle of substantial compliance cannot be extended to cure defects relating to mandatory legislative requirements. Section 43 of the Act expressly requires that a notice of termination "set out the reasons and details respecting the termination." This is not a discretionary or optional requirement; it is fundamental to the validity of the notice. Applying section 212 to excuse non-compliance with such a mandatory requirement would, in my opinion, constitute an error in law. Such an interpretation would undermine the legislative intent of ensuring transparency and fairness in the termination process and could lead to unreasonable or absurd outcomes, such as permitting eviction based on incomplete or misleading notices. Therefore, while section 212 may apply to minor deficiencies, it cannot be used to override core statutory obligations.
7. Turning to section 183 of the Residential Tenancies Act, 2006, is states

183 The Board shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

The Board is not bound by strict legal rules and must act fairly and in accordance with the merits of the case. This provision grants the Board flexibility in its decision-making process; however, that flexibility does not extend to disregarding mandatory statutory

requirements or excusing significant deficiencies in evidence. The principle of fairness applies equally to both parties and requires that decisions be based on complete and reliable information. In this case, I find that the N5 and N7 Notice of Termination is defective because it fails to properly identify the rental unit by omitting the municipality and province. This defect is substantive and cannot be cured by section 212(2) of the 'Act'.

8. I find that the Landlord has not met the mandatory statutory requirements set out under section 43 of the Residential Tenancies Act. As a result, I cannot assume compliance or remedy these defects through the substantial compliance provision. Accordingly, the application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 16, 2026
Date Issued

Anthony Bruno
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.