



Order under Section 69 Residential Tenancies Act, 2006

Citation: #1934883 Ontario Ltd v Reis, 2026 ONLTB 20393

Date: 2026-03-06

File Number: LTB-L-096230-25

In the matter of: 1, 45 VICTORIA ST E
ALLISTON ON L9R1T4

Between: #1934883 Ontario Ltd Landlord

And

William Reis Tenant

#1934883 Ontario Ltd, (the 'Landlord') applied for an order to terminate the tenancy and evict William Reis (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

This application was heard by videoconference on February 11, 2026.

The Landlord's Lori Barrett, and Stacey Pollard, and the Tenant, William Reis, attended the hearing.

Determinations:

Preliminary Issue: Validity of Notice

1. It is not contested that the N7 notice was served in accordance with the *Residential Tenancies Act*, 2006 (the 'Act').
2. The N7 notice was served to the Tenant based on the allegation that the Tenant had used the rental unit or the residential complex in a way that is inconsistent with its use as a residential premises that has caused or can be expected to cause serious damage.
3. The reason for the service of this N7 notice is based on an event on November 7, 2025, where the Tenant had hung a cloth sign from his balcony advertising for his own business venture: the buying and selling of "Magic: The Gathering" cards.

4. The Landlord had submitted that the complex is of mixed use, and that several of the commercial tenants on the main floor were upset about someone running a business above them out of a residential unit that paid less rent than the commercial tenants. As a result, the Landlord served the N7 notice in response to these complaints.
5. The notice is served pursuant to section 63(1)(b) of the Act, which states a shorter notice termination for damage can be served if the rental unit is used in a manner that is inconsistent with use as a residential premises and that causes or can reasonably be expected to cause damage that is greater than the damage that is required in order to give notice of termination as would be required under an N5 notice (section 62(1) of the Act).
6. The only issue before me is that a Tenant hung a banner on his balcony. There is no allegation of damage, let alone a level of damage that would warrant an expedited hearing or eviction. Furthermore, the Tenant resides in the rental unit, which on its face is the intended use of a rental unit.
7. The notice served is inappropriate for the circumstances. At best, this issue may give rise to a notice for substantial interference of a landlord's lawful rights, pursuant to section 64(1) of the Act, and at that, based on the nature of the issue, it is debatable whether that notice would be successful before the LTB.
8. However, I have before me an L2 filed pursuant to a notice which is invalid on its face because the issue the N7 addresses does not match the reason in which the N7 notice was served.
9. Pursuant to section 69(1) of the Act, the Board requires a valid notice to have been served to consider eviction. In this case, the N7 notice is not valid, therefore, there the Board does not have the jurisdiction to terminate the tenancy.
10. For this reason, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 6, 2026
Date Issued

Robert Brown
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.