



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

File Number: LTB-L-064201-25

In the matter of: Back Unit, 3562 Mcbean
Richmond ON K0A2Z0

Between: Alexander Hallam Landlord
Megan Hallam

And

Michelle Shannon Tenant
Mike Pasieka

Alexander Hallam and Megan Hallam (the 'Landlord') applied for an order to terminate the tenancy and evict Michelle Shannon and Mike Pasieka (the 'Tenant') because:

- 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

Alexander Hallam and Megan Hallam (the 'Landlord') also applied for an order requiring Michelle Shannon and Mike Pasieka (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 23, 2026.

Both Landlords attended the hearing. The Tenant's legal representative Christelle Azzi and both Tenants attended the hearing.

Determinations:

1. On July 11, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of August 8, 2025. The notice of termination alleges the Tenant substantially interfered with the Landlord's reasonable enjoyment by causing undue damage to the rental unit or residential complex property. The Landlord claims the Tenant has been performing vehicle repairs on the rental unit property, using a BB / pellet gun on the property and has caused undue damage to the rental unit.
2. The Tenant's legal representative raised two preliminary issues:

- 1) The Landlord has not met the requirements in the notice for specific reasons and details in accordance with Ball v Metro; and
- 2) On page 1 of the notice the Landlord indicates an amount of \$12,8000.00 in damage for the Tenant to void the notice, however in the additional details provided to the Tenant with the notice, the Landlord seeks future costs in the amount of \$46,634.00 based on additional claims. These future claims and costs the Landlord seeks are confusing for the Tenant to know the case to be met.
3. The Tenant's legal representative points to the vague details in the "Date / Time" section of the notice that state: "Ongoing" as the date of incident.
4. The incidents in the "Details of the Events" section of the notice also do not have dates associated with the Landlord's allegations. In the Date / Time section the Landlord indicates "Reported July 4, 2025", however the Landlord identifies conduct like "Cease the use of pellet or BB guns on the property." but does not provide a date the Landlord alleges the incident took place.
5. The position of the Tenant is they are unable to dispute the alleged conduct given the Landlord has failed to identify the specific dates of the alleges conduct. The Tenant's legal representative claims this hinders the ability of the Tenant to mount a proper defense given the vague details.
6. The position of the Landlord is the Tenant ought to know what the issues are, and the costs associated with the claim for undue damage as the Landlord performed an inspection "walk through" of the rental unit and identified the issues.
7. The Landlord stated that they did an inspection of the rental unit with the Tenant on July 4, 2025 and again on July 27, 2025 and provided the Tenant with the list of issues identified in the notice.

The Act and Analysis

8. Section 62 of the *Residential Tenancies Act*, 2006 (the "Act") state a Landlord may give a Tenant a notice of termination of the tenancy for cause of willful or negligent damage. The Notice must contain sufficient reasons and details and identify an amount the Tenant can pay the Landlord to void the notice.

(ii) to replace the damaged property or **pay to the landlord the reasonable costs of replacing the damaged property**, if it is not reasonable to repair the damaged property. 2006, c. 17, s. 62 (2).

[emphasis added]

9. A notice served under section 64 of the Act must provide specific dates and details of alleged conduct so the Tenant can know the case to be met and cease the conduct to void the notice.

10. In *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, the Divisional Court stated that in order to determine the sufficiency of a N5 notice, it is necessary to consider the context of the notice. The Court held that the tenant needs to know the specific allegations against him/her for three purposes:
 - a. to know the case that must be met;
 - b. to decide whether to dispute the allegations; or
 - c. to consider whether to void the notice.
11. This case stands for the proposition that the kinds of particulars that should be contained in a notice which is about a tenant's behaviour should include "dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant". The notice here clearly does not meet this requirement.
12. Further with regards to a Landlord's claim for damage the Landlord must identify a specific amount so the Tenant can void the order. In this case before me the Landlord has indicated two substantially differing amounts to void which creates confusion for the Tenant to know the case to be met to void.
13. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has not provided the kinds of particulars required in an N5 notice for conduct and damage.
14. Therefore, the Landlord's application must be dismissed.
15. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Landlord's application is dismissed.

March 16, 2026
Date Issued

Greg Brocanier
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.