



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

File Number: LTB-L-096017-25

In the matter of: 2, 230 Tenth Street
Mattawa Ontario P0H1V0

Between: Patricia Backer Landlord

And

Angela Chicquen Tenant

Patricia Backer (the 'Landlord') applied for an order (the L2 application) to terminate the tenancy and evict Angela Chicquen (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 (two N5 notices);
- the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation (N12 notice).

This L2 application was heard by videoconference on March 4, 2026.

The Landlord and the Tenant attended the hearing. Both parties were self-represented. Tenant Duty Counsel (TDC) did not appear to speak with the Tenant, but the Tenant indicated she was ready nonetheless to proceed with the hearing. The Tenant understood that TDC services are not guaranteed on the day of a hearing.

Determinations:

1. As explained below, due to application deficiencies, the Landlord's L2 application could not succeed on the bases of the N5 and N12 notices. Therefore, the L2 application is dismissed.
2. The Tenant was in possession of the rental unit on the date the L2 application was filed and as of the date of this hearing, the tenancy was still an active one.

N5 Notices of Termination

3. The Landlord served the Tenant with two N5 notices of termination. Both of these notices were filed as the bases for the L2 application under the same claim of substantial

interference with the reasonable enjoyment and/or lawful right, privilege or interest of the Landlord.

4. On August 14, 2025, the Landlord served the Tenant a first, voidable N5 notice of termination, claiming substantial interference under section 64 of the *Residential Tenancies Act, 2006* (the 'Act'). In the explanation section for the N5 notice claim, the Landlord referred to an "Appendix A". There was no Appendix A appended to the L2 application itself (as is typically done when explanations may require more space than provided in the N5). There was no Appendix A in the LTB's *Tribunals Ontario Portal* or "TOP".
5. The Landlord was asked to show where the N5's Appendix A was submitted in TOP or served on the Tenant. The Landlord was unable to identify where that appendix was. The Tenant stated she did not receive any appendix to the N5.
6. I note that disclosure for the L2 application was submitted by the Landlord as an evidence document (called by the Landlord as "LL evidence"), but disclosure is not to be mistaken for or confused with claims seeking eviction that need to be properly set out in the notice itself, in this case the first N5 notice of termination.
7. Consequently, I find the first N5 notice of termination that the L2 application is based on is not valid. The notice failed to set out sufficient details of the alleged issues as required by subsection 43(2) of the Act.
8. The Divisional Court, in *Ball v Metro Capital Property*, [2002] O.J. No. 5931 (Div.Ct.) – hereafter the "*Ball* decision" -- has held that sufficient detail in a notice of termination must include the dates and times of the alleged conduct so that a tenant is fully informed of the issues that will be raised at the hearing so they are able to prepare and respond to those issues. Divisional Court decisions are binding on Members of the LTB and must be followed.
9. Going further, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the Act. That second notice was permitted under the Act if more than 7 days had passed since the first N5 notice was served, but before 6 months had passed. This is what the Landlord did.
10. On August 25, 2025, the Landlord served the Tenant a second N5 notice of termination under a substantial interference claim. The second notice of termination mistakenly has checked off the section which identifies the notice as being a first notice, but that mistake alone was not a fatal deficiency for the purposes of this hearing.
11. However, the second N5 notice contains the following allegation as the claim for substantial interference, quote: "*House is sold*". No other explanation is given in the notice and again the Landlord was asked to identify where the N5 claim details were.
12. In response, the Landlord testified that she needs termination of the tenancy because the rental unit property is being sold with a closing date later in March 2026; she stated the upstairs tenants were moved out or moving out, and she needed to have the Tenant to move out from the rental unit (unit 2) to accommodate the purchaser the sale can be completed successfully.

13. Again, this second N5 notice that the L2 application is based on is not valid. And again, I refer to the *Ball* decision in making this finding. Beside not providing any sufficient detail, the allegation of the house being sold, in of itself, does not appear to relate to any lawful claim of substantial interference under section 64 or 68 of the Act. Based on what the Landlord stated at the hearing, she was selling the property and needed the Tenant to move out to accommodate the purchaser. The Landlord's own decision to sell the property does not equate to substantial interference by the Tenant, *prima facie*.

N12 Notice of Termination

14. On August 25, 2025, the Landlord served the Tenant an N12 notice of termination with the termination date of October 31, 2025. The N12 notice was given on behalf of a purchaser who the Landlord claims requires vacant possession of the rental unit for the purpose of residential occupation by that purchaser. For quick reference, this N12 notice was served in respect of section 49 of the Act.
15. The Landlord was asked to confirm the information she provided in the L2 application under *Part A: Compensation*. In the L2 therein, the Landlord stated there that compensation in the amount of \$660.00 was paid to the Tenant on October 1, 2025.
16. Before me, the Landlord testified she never made that payment to the Tenant or any other compensation payment to meet the statutory requirement to do so. The Tenant stated she never received one month's rent as compensation at any time.
17. Specifically, subsections 49.1 and 55.1 of the Act set out the statutory requirement for compensation payment. Summarizing those two subsections as they relate to this case, the Landlord must compensate the Tenant with one month's rent as compensation on or before the termination date set out in the N12 notice of termination, which was October 31, 2025. The failure to comply with this compensation requirement is usually sufficient to have the L2 application based on the N12 notice dismissed.
18. Turning to the affidavit/declaration requirement, the only declaration for this case file in TOP is the Landlord's own November 14, 2025 dated declaration-- that declaration only addresses the certificates of service for the two N5 notices and the Landlord's request to shorten time to a hearing.
19. To be clear, there is no affidavit or declaration of the purchaser filed with the LTB for the rental unit. The Landlord was asked about the statutory affidavit or declaration that should have been filed along with the L2 application but was unable to produce one. The relevant sections pertaining to the affidavit/declaration are found at sub-sections 72(1)(b) – for an affidavit-- and 192.1 -for a declaration in place of an affidavit -- of the Act and LTB Rule of Procedure no. 1.5.
20. As there is no affidavit or declaration of the purchaser filed with this L2 application, I find the Landlord failed to comply with the requirement of filing an affidavit or declaration set out in subsection 71.1(1) of the Act. That absence is enough in this case to lead to the dismissal of the L2 application based on the N12 notice.

Final Determination

21. The Landlord submitted that as a senior and with limited resources, she had communicated with the LTB, calling in a number of times, to solicit the information she needed so she could file the L2 application, in her view, correctly so as to comply with all legal requirements. I could only state that any information that LTB staff may give callers about applications and form-filling is general information. The information that is given is limited to whatever the caller might ask about or intimate during the call, and further the information that is given cannot be relied upon as a legal opinion or as legal advice.
22. As none of the three notices of termination, namely the two N5 notices and the N12 notice that form the bases of this L2 application, was successful, I find the L2 application must fail.

It is ordered that:

1. The Landlord's L2 application is dismissed.

March 12, 2026

Date Issued

Alex Brkic

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.