



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

File Number: LTB-L-077216-25

In the matter of: 302 SIXTH AVENUE
Sault Ste. Marie ON P6C4K8

Between: Charles Dang Landlord

And

Jessy-Cassandra Lavoie Tenants
Sebastien Lavoie-Perry
Troy Chikoski

Charles Dang (the 'Landlord') applied for an order to terminate the tenancy and evict Jessy-Cassandra Lavoie, Sebastien Lavoie-Perry, and Troy Chikoski (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has willfully or negligently caused damage to the premises.

Charles Dang (the 'Landlord') also applied for an order requiring Jessy-Cassandra Lavoie, Sebastien Lavoie-Perry, and Troy Chikoski (the 'Tenants') to pay the Landlord's reasonable out-of-pocket costs the Landlord has/have incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on December 16, 2025.

The Landlord and the Tenants, Troy Chikoski and Jessy-Cassandra Lavoie, attended the hearing.

Determination:

1. At the hearing, the Tenant's provided an N5 notice of termination (N5 notice) that had a different date of termination than the N5 notice that had been provided to the Board. The N5 notice provided by the Tenants had also been signed by the Landlord on the same day as the date of termination, September 22, 2025.
2. The N5 notice uploaded with the application provided a date of termination of September 11, 2025, and was signed by the Landlord on August 22, 2025. And there were portions of the N5 notice that were circled but appeared to be blank, the portion indicating the amount that could be paid to void a claim of damages.
3. The Landlord testified that the copy given to the Tenant's had an amount written in the portion to void damages, that the Tenant's copy was not blank.

4. The issue was that the Landlord did not have a copy of the N5 notice that was served on the Tenant and therefore the Landlord's application was based on a notice that was not served on the Tenant.
5. Therefore, the Landlord sought to withdraw the application, and I consented to the request.

It is ordered:

1. The Application is dismissed as withdrawn.

March 18, 2026
Date Issued

Nicole Pedron
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.