



**Order under Section 69 / 88.1 / 88.2 / 89  
Residential Tenancies Act, 2006**

**Citation:** Ridgway v Authier, 2026 ONLTB 22526

**Date:** 2026-03-18

**File Number:** LTB-L-002152-26

**In the matter of:** 16 MCNAUGHTON AVE  
WALLACEBURG ON N8A1R8

**Between:** Lucinda Catherine Ridgway Landlord

**And**

Tiffany Authier Tenant

Lucinda Catherine Ridgway (the 'Landlord') applied for an order to terminate the tenancy and evict Tiffany Authier (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; and 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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also applied for an order requiring 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 and to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest. 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 11, 2026.

The Landlord and the Tenant attended the hearing.

**Determinations:**Preliminary Issue: The Landlord did not File a Certificate of Service

1. The Landlord did not comply with section 53.3 of *Ontario Regulation 516/06* ('O.Reg. 516/06'). The Landlord did not file a Certificate of Service for the first Form N5 notice of termination the Landlord gave the Tenant, with a July 16, 2025 date of termination. However, the Landlord testified at the hearing that she gave the Tenant the notice of termination on June 25, 2025 by placing the document in the Tenant's mailbox. The date the Landlord signed the Form N5 notice is consistent with the Landlord's testimony of completing and giving the notice to the Tenant, and we find the Landlord's evidence on giving the first notice of termination reliable.
2. In the circumstances, we find there is no prejudice to the Tenant from the Landlord's omission to comply with section 53.3 of O.Reg. 516/06; and we are satisfied that the Landlord gave the Tenant proper notice under subsection 64(2)(a) of the *Residential Tenancies Act, 2006* (the 'Act') to terminate the tenancy under subsection 64(1) of the Act.
3. The Landlord therefore had the right to give the Tenant a second Form N5 notice of termination under subsection 68(1) of the Act, and the Board may exercise its jurisdiction to resolve this application.

Preliminary Issue: Inadequate Reasons and Details in the Second Form N5

4. In *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 (Div. Ct.), the Divisional Court affirmed that a Form N5 notice that seeks to terminate a tenancy for undue damage and substantial interference must give "a detailed description of the alleged conduct engaged in by the tenant." This is consistent with subsection 43(2) of the Act, which requires a landlord to "set out the reasons and details respecting the termination"; and if the matter proceeds to a Board hearing, with section 183 of the Act, which requires that parties be afforded an adequate opportunity to know the issues to be determined.
5. At the March 11, 2026 hearing, the Landlord agreed that descriptions of events in the second Form N5 that allegedly occurred on September 28, 2025 and December 18, 2025, were vague and did not give "a detailed description of the alleged conduct," as required by the Divisional Court's decision in *Ball v. Metro Capital Property*. We accordingly ruled that the September 28, 2025 and December 18, 2025 pleadings in the second Form N5 were inadequate and not grounds to terminate the tenancy.
6. We also ruled that the Landlord's allegation in the second Form N5 notice, that the "front screen door [is] still not attached to [the] house", is not a proper ground to terminate the tenancy, because the issue does not satisfy the Act's requirements. Since the Landlord described the issue in the first Form N5 notice of termination, and repeated it in the second Form N5 as an ongoing omission, the issue does not satisfy subsection 68(1)(b) of the Act as an event that took place more than seven days, but less than six months, after the Landlord gave the first Form N5 notice.
7. Although the Landlord submitted requests to amend the application for an order under section 89 of the Act requiring the Tenant to pay the Landlord's out-of-pocket expenses

related to undue damage to the rental property, the Landlord did not include undue damage in the second Form N5 notice as a reason to end the tenancy under subsection 68(1) of the Act. Following the Divisional Court's ruling in *Daley v. Linton*, 2018 ONSC 5095 (Div. Ct.), we ruled that evidence of undue damage could not be considered a reason to terminate the tenancy and evict the Tenant.

8. Instead, the only allegation that could result in evicting the Tenant is the Landlord's allegation that the Tenant failed to pay water charges, which led to a suspension in the supply of the utility. The Landlord also alleged the Tenant accessed the property's water main without colour of right, causing the Landlord to incur \$100.00 in out-of-pocket costs.
9. At the hearing, the Landlord confirmed that the water bill and water main issues are not her primary concerns. The Landlord requested the Board's consent to withdraw the application to give the Tenant new notices of termination.
10. The Tenant did not oppose the Landlord's request to withdraw the application.
11. Pursuant to subsection 200(4) of the Act, we consented to the Landlord's request to withdraw the application. In the circumstances, it was unnecessary to rule on the Tenant's request to adjourn the proceeding.

**It is ordered that:**

1. The Landlord's application is dismissed, without prejudice.

*DarleneCook*

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Darlene Cook  
Member, Landlord and Tenant Board

**March 18, 2026**  
**Date Issued**

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Harry Cho  
Vice Chair, 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.