



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-079183-25

In the matter of: 1142 Dartmouth Ave
Ottawa ON K1V6J7

Between: Carmelo Cuffari Landlord

And

Philip St. Jacques Tenant

Carmelo Cuffari (the 'Landlord') applied for an order to terminate the tenancy and evict Philip St. Jacques (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

This application was heard by videoconference on December 2, 2025.

The Landlord, the Landlord's Agent Maryann Utano, the Tenant's Legal Representative David Danielson and the Tenant attended the hearing.

Preliminary Issue:

1. The Tenant's Legal Representative Mr. Daniel submitted that the N5 is fatally defective for three reasons: 1) the allegation of overcrowding contains no particulars whatsoever, including no reference numbers to the number of occupants or any applicable standard. 2) The allegations of "misrepresentation as landlord" is vague, conclusory, and unsupported by detail, such that the Tenant cannot know the case to meet. 3) The Landlord's own evidence reveals that the true allegation concerns an unauthorized sublet or assignment, which must be pursued through a different application and not by way of an N5/L2 application.
2. The Landlord's Agent Landlord Maryann Utano submitted that the Tenant permitted an additional person to occupy the rental unit without the Landlord's knowledge or consent. The Tenant allegedly signed a lease agreement with that unauthorized individual while identifying himself as the landlord. Lastly, there are only three bedrooms in the rental unit, such that unauthorized or additional person resulted in the overcrowding claim. I will note

that Ms. Utano acknowledged that these details were not fully set out in the N5 Notice, and she further conceded that the situation may amount to a sublet or assignment without the consent of the Landlord.

3. I turn to section 43 of the 'Act', a notice of termination must set out sufficient particulars of the alleged conduct so that the tenant knows the case they must meet and has a meaningful opportunity to correct the conduct, where applicable.
4. Upon reviewing of the N5 Notice of Termination, I considered the case of *Ball v. Metro Capital Property [2002] O.J. No. 5931 (Divisional Court)* ("*Ball v. Metro Capital*"). The facts in *Ball v. Metro Capital* were distinguishable in that the details were lacking in a Notice of Termination in the landlord's application. The types of particulars expected in notices and applications include dates, times, and a detailed description of the alleged conduct or behaviour. This allows the responding party to know the case they have to meet and to prepare their defence. Since there are insufficient particulars provided to the Tenant to respond to the allegations, the claims cannot be adjudicated, and the Board cannot make any determinations.
5. The types of particulars expected in notices and applications include dates, times, and a detailed description of the alleged conduct or behaviour. This allows the responding party to know the case they have to meet and to prepare their defence. Simply put the Landlord's application only dates every Wednesday, Friday, and Saturday, but does not identify which dates specifically he is referring to. The lacking information is not minor in nature.
6. The Board's Landlord application forms have been developed with written instructions to elicit the necessary details required.

Overcrowding Allegation

7. The N5 includes an allegation of overcrowding under "Reason 3." However, the notice fails to provide any particulars to support this claim. Specifically, the N5 Notice does not identify:
 - The number of people alleged to be residing in the rental unit.
 - The permitted occupancy limit.
 - Any applicable municipal occupancy standards or by-law.
 - The dates or duration of the alleged overcrowding.
 - Any factual narrative explaining who the alleged overcrowding arose.
8. The absence of such particulars is significant. An allegation of overcrowding is fundamentally fact-specific and requires contextual information to be meaningful.
9. Without those details, the Tenant is left to speculate to, what conduct is being alleged, whether the allegation relates to temporary roommates, or long-term occupants, and what steps, if any, could be taken to remedy the issues within the 7-day correction period.
10. I find that this allegation is entirely lacking of particulars and therefore does not comply with section 43 of the Act

Allegation of Misrepresentation and Interference

11. The second allegation states that the Tenant “misrepresented himself as the landlord and provided a lease agreement to an individual without the landlord’s consent and knowledge.” I find this allegation is similar deficient.
12. It does not identify the individual involved, whether a tenancy agreement was created, the nature of the alleged mis presentation (e.g. verbal, written, advertisement, etc.) or how the Landlord’s rights were interfered with.
13. The term “misrepresented” is broad and ambiguous. Without further particulars, it is unclear what conduct is being alleged.
14. Even accepting the allegation at its highest, the act of “providing a lease agreement” is not sufficient to establish interference with the Landlord’s lawful rights.
15. There is no clear allegation in the notice that a binding tenancy was created, that the unit or any portion of it was transferred, or that the Landlord was deprived of possession or control. I find that the N5 Notice does not articulate a breach of the Act that would warrant termination under an N5.
16. Wrong application filed - I find that the most significant issue arises from the Landlord’s own submissions. The Landlord’s Agent Ms. Utano clarified that the Tenant permitted another individual to occupy the rental unit, and the Tenant signed a lease agreement with that individual without the Landlord’s consent. These allegations of unauthorized sublet or assignment must be address through an A2 application not through an N5.
17. In this case, the Landlord lacked the particulars in the application in order to get to the hearing stage. Further, a hearing is not to take place by ambush style, making incumbent on the Landlord to disclosure particulars well in advance of the hearing not at the hearing. Accordingly, this allows the Tenant and the Board an understanding of what issues are being alleged.
18. Since there are insufficient particulars provided to the Landlord to which to respond to the allegations, the claims cannot be adjudicated, and the Board cannot make any determinations.
19. I agree with Mr. Danielson submission that the N5 is defective for the 3 reasons:
 - The allegation of overcrowding contains no particulars.
 - The allegation of “misrepresentation as landlord” is vague and lacks particulars, preventing the Tenant from knowing the case to meet
 - Wrong application filed.
20. For the reasons given above, the N5 application shall be dismissed.

It is ordered that:

1. The Landlord' application is dismissed.

March 17, 2026
Date Issued

Anthony Bruno
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.