



Order under Section 69 Residential Tenancies Act, 2006

Citation: Jamal Eddine v Al-Obaidi, 2026 ONLTB 25632

Date: 2026-03-26

File Number: LTB-L-101427-25

In the matter of: 1142 GATEWOOD RD
LONDON ON N5Y4Z5

Between: Hind Jamal Eddine Landlord

And

Nawfal Adnan Salman Al-Obaidi Tenant

Hind Jamal Eddine (the 'Landlord') applied for an order to terminate the tenancy and evict Nawfal Adnan Salman Al-Obaidi (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 24, 2026. Only the Landlord attended the hearing. As of 9:43am, the Tenant was not present or represented at the hearing.

Determinations:

1. As explained below, the Landlord's application is dismissed.
2. The Landlord's application is based on a N7 notice of termination served to the Tenant on December 2, 2025 with a termination date of December 20, 2025.
3. The N7 notice contains the following allegations;
 - The Tenant is bringing prostitutes to the rental unit, who are doing drugs
 - The Tenant does not respect the other residents or the Landlord
 - That the Tenant has not paid rent since June 2024.

4. With respect to the first two claims, the notice contains no dates and times of the alleged offensive conduct, nor does the notice provide any reasons or specific incidents to suggest that someone's safety was seriously impaired.
5. The Ontario Divisional Court in *Ball v. Metro Capital Property and Lockhurst* (December 19, 2002), Toronto Docket No. 8/02, found that subsection 43(2) of the former *Tenant Protection Act*, which is very similar to the provisions in the *Residential Tenancies Act, 2006*, requires that a notice served upon a tenant must include dates and times of the alleged offensive conduct with a detailed description of the alleged conduct engaged in by the tenant. The Court explained that a notice of termination must provide sufficient detail to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met.
6. In my view, the first two points on the N7 notice lack sufficient details as required by subsection 43(2) of Act and the test set out in *Ball*.
7. With respect to the third claim on the N7 notice, this alleged conduct relates to non-payment and/or persistent late payment of rent and does not allege a serious impairment of safety, which is the basis of this N7 notice.
8. As such, I find that the Landlord's notice of termination is defective and the application must therefore be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 26, 2026
Date Issued

Fabio Quattrociochi
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.