



Order under Section 69 Residential Tenancies Act, 2006

Citation: Grisafi v Blum, 2026 ONLTB 26148

Date: 2026-04-02

File Number: LTB-L-020338-26

In the matter of: Unit #12, 5951 Main Street
Niagara Falls ON L2G5Z7

Between: Carmelo Grisafi Landlord

And

Holly Blum Tenant

Carmelo Grisafi (the 'Landlord') applied for an order to terminate the tenancy and evict Holly Blum (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 March 25, 2026.

Only the Landlord attended the hearing.

As of 1:59 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord's L2 application is based on a second, non-voidable N5 notice of termination served to the Tenant on January 28, 2026 with a termination date of February 28, 2026. The N5 was served pursuant to subsection 68(1) of the *Residential Tenancies Act, 2006* (Act) which reads:

68 (1) A landlord may give a tenant notice of termination of the tenancy if,

- (a) a notice of termination was given to the tenant under section 62, 64 or 67; and

(b) more than seven days but less than six months after the notice mentioned in clause (a) was given to the tenant, an activity takes place, conduct occurs or a situation arises that constitutes grounds for a notice of termination under section 60, 61, 62, 64 or 67, other than an activity, conduct or a situation that is described in subsection 61 (1) and that involves an illegal act, trade, business or occupation described in clause 61 (2) (a).

(Emphasis added.)

2. Thus, in order to serve a second N5 notice of termination pursuant to subsection 68(1), a landlord must have previously served a valid first N5 notice of termination.
3. The N5 notice of termination that preceded this N5 was served to the Tenant on January 15, 2026 with a termination date of February 15, 2026. The first N5 notice was pursuant to section 64 of the Act which reads:

64 (1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant. [2006, c. 17, s. 64 \(1\)](#).

(2) A notice of termination under subsection (1) shall,

(a) provide a termination date not earlier than the 20th day after the notice is given;

(b) **set out the grounds for termination;** and

(c) require the tenant, within seven days, to stop the conduct or activity or correct the omission set out in the notice.

(3) The notice of termination under subsection (1) is void if the tenant, within seven

days after receiving the notice, stops the conduct or activity or corrects the omission

Emphasis added....

4. The Landlord's first N5 notice of termination is invalid as it fails to identify particulars for the Tenant to understand the allegations as raised, I say this as the notice outlines the following:
5. While it outlines that there was an altercation in the hallway, it does not reference who was involved in the altercation or who the complaints of constant fighting are about. When

asked, the Landlord submitted that he was referring to the Tenant and her former boyfriend. This was not clear from the notice. Additionally, while there is reference to a “no trespass order” the Landlord submitted that there is in fact no “legal trespass order” that has been issued as against the ex-boyfriend of the Tenant, that he had told him not to attend at the complex only.

6. The Landlord submits that there are many complaints received in respect to the Tenant’s conduct with frequent police attendance at the complex.
7. The need for a notice to contain “reasons and details” was addressed by the Divisional Court decision *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 which stands for the proposition that the kinds of particulars that should be contained in a notice include “dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant”. The purpose of providing these details is not only to inform a tenant but to allow them to respond to the application.
8. The first N5 notice in this matter clearly does not provide sufficient details in that it is unclear that the Landlord is making the allegations as against the Tenant. Additionally, the notice misrepresents facts, suggesting that there is a trespass order, while it is not clear as against who, and as noted, such an order does not exist.
9. Without a valid first N5 notice of termination, the second N5 is defective and the Landlord’s L2 application must be dismissed.
10. This order contains all of the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The Landlord’s application is dismissed.

April 2, 2026
Date Issued

Alicia Johnson
Member, 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.