



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Kangas v Schoffer, 2026 ONLTB 27045

Date: 2026-04-07

File Number: LTB-L-106751-25

In the matter of: FRONT UNIT, 292 MASTERS STREET
THUNDER BAY ON P7B6L5

Between: Kathy Kangas Landlord

And

Ronald Schoffer Tenant

Kathy Kangas (the 'Landlord') applied for an order requiring Ronald Schoffer (the 'Tenant') to pay the rent that the Tenant owes. (L9 Application)

Kathy Kangas (the 'Landlord') applied for an order to terminate the tenancy and evict Ronald Schoffer (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

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

Kathy Kangas (the 'Landlord') also applied for an order requiring Ronald Schoffer (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. 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. (L2 Application)

This application was heard by videoconference on February 23, 2026.

The Landlord, the Landlord's support person Zachary Kangas, the Landlord's Legal Representative Sabrina Gunter, the Tenant and the Tenant's Legal Representative Neebin Scanlon-Wabasse attended the hearing.

Determinations:

Preliminary Issue: Service of N7 Notice of Termination

1. The certificate of service filed by the Landlord states that on December 6, 2025 the N7 Notice of Termination was left the in the door frame of the Tenant's unit.
2. Section 191 of the *Residential Tenancies Act, 2006* (the "Act") provides a list of ways that a notice or document can be given to a person. None of those ways are by leaving the notice in the door frame of the rental unit.
3. Section 191(2) of the Act deems a notice that is served contrary to the rules to be validly given, if it is proven that the contents actually came to the attention of the person for whom they were intended within the required time period.
4. Pursuant to Section 65(1) a Landlord may give a notice of termination of the tenancy that provides a termination date not earlier than the 10th day after the notice was given.
5. The termination date contained on the N7 Notice of Termination is December 17, 2025.
6. The Tenant testified that he did not receive the N7 Notice of Termination and that he first viewed the document on February 2, 2026, after receiving the notice of hearing and Landlord's application and retaining legal representation.
7. The Landlord could not prove that the contents of the notice actually came to the attention of the Tenant within the required time period.
8. I find therefore that the N7 Notice of Termination is invalid for lack of proper service.
9. Without a valid notice of termination to support this application, the application cannot proceed and must be dismissed.
10. The Landlord's L2 application is dismissed.

L9 Application

11. At the commencement of the hearing the Landlord's Legal Representative advised that the Landlord was not proceeding with its L9 application.
12. At the request of the Landlord the Landlord's L9 application is withdrawn.

It is ordered that:

1. The Landlord's application is dismissed.

April 7, 2026
Date Issued

Sean Ramage
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.

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