



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-004723-26

In the matter of: 3, 615 VICKERS ST N
THUNDER BAY ON P7C4B6

Between: Giovanni Mancuso Landlord

And

Eric Morrisseau Tenant

Giovanni Mancuso (the 'Landlord') applied for an order to terminate the tenancy and evict Eric Morrisseau (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

This application was heard by videoconference on March 31, 2026.

Only the Landlord attended the hearing.

As of 9:33 a.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 N7 notice of termination served to the Tenant on December 31, 2025 with termination date of January 10, 2026 alleging that the Tenant has seriously impaired the safety of any person and the act or omission occurred in the residential complex and that the Tenant used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage. The problem with the N7 notice of termination is that it lacks particulars of the allegations.

2. Section 43(2) of the *Residential Tenancies Act, 2006* (the “Act”) states:

43(2) If the notice is given by a landlord, it shall also set out the reasons and details respecting the termination ...

3. 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. *Ball v. Metro Capital Property* 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”.
4. While the notice of termination in *Ball v. Metro Capital Property* was a N5 notice of termination and not a N7 notice of termination as it is in this case, the principle remains the same. The purpose of providing these details is not only to inform a tenant but to allow them to respond to the notice or application.
5. In my view, the N7 notice of termination here clearly does not provide sufficient details. It does not describe what the Tenant has done and how the Tenant’s conduct has seriously impaired the safety of another person within the residential complex nor does it describe how the Tenant is using the rental unit in a way that is inconsistent with use as a residential premise. The notice appears to be based solely on the Tenant being charged after a search warrant was executed and the state the rental unit was left in after the search warrant was executed.
6. As such, I find that the N7 notice of termination does not meet the requirements of providing sufficient particulars and the notice on its face does not set out conduct of serious safety impairment or inconsistent use. The notice is therefore invalid and the Landlord’s L2 application must be dismissed.

It is ordered that:

1. The Landlord’s L2 application is dismissed.

April 7, 2026
Date Issued

Vicky Liu
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.