



Order under Section 69 Residential Tenancies Act, 2006

Citation: TWELVE ELGIN HOUSING CORPORATION C/O LUXOR MANAGEMENT INC. v
PAGE, 2026 ONLTB 27591

Date: 2026-04-08

File Number: LTB-L-105595-25

In the matter of: 12 ELGIN ST
SUDBURY ON P3C5B5

Between: TWELVE ELGIN HOUSING CORPORATION Landlord
C/O LUXOR MANAGEMENT INC.

And

CLAYTON PAGE Tenant

TWELVE ELGIN HOUSING CORPORATION C/O LUXOR MANAGEMENT INC. (the 'Landlord') applied for an order to terminate the tenancy and evict CLAYTON PAGE (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 31, 2026. Only the Landlord's Agent, Joey Auger ('JA'), and the Landlord's Representative, Danielle Serre, attended the hearing.

As of 10:32 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. As explained below, the Landlord did not prove the allegations contained in the application. Therefore, the Landlord's application is dismissed.
2. On November 26, 2025, the Landlord gave the Tenant an N5 notice of termination alleging that the Tenant failed to prepare the rental unit for pest control.
3. The N5 indicates the date as November 26, 2026, and the details listed are: "You have not prepared for the licensed pest contractor for three consecutive weeks as per preparation sheet. Please correct this and properly prepare, per pre sheet next week."

4. JA testified. He is the building superintendent. His evidence is that on November 12th the Tenant was scheduled to have pest control services. However, the Tenant refused entry because he had guests.
5. On November 19, 2025, pest control re-attended. JA had not attended that day; however, the attempt by the service technician was documented in their report. It states that the unit could not be treated because "Unit is not prepared again this week. Unable to perform treatment."
6. The Landlord again attempted to treat the rental unit for pests on November 26, 2025. JA indicated that the Tenant again refused entry.
7. On December 3, 2025, the Landlord re-attended the rental unit to conduct pest control. The Tenant refused entry on this date; therefore, the Landlord was unable to conduct the pest control services.
8. The problem with the N5 Notice of Termination is in the way in which the allegations are framed. The N5 alleges that the Tenant failed to prepare the rental unit; however, JA's testimony indicates that the Tenant refused entry on November 12, 19, and December 3, 2025. The concern here is that the N5 alleges that the Tenant failed to prepare the rental unit for treatment as opposed to the Tenant having refused pest control.
9. However, there is at least one instance – November 26, 2025 – where the evidence demonstrates that the Tenant did fail to prepare the rental unit. However, the Tenant had seven days to void the N5 notice. The Landlord did reattend the rental unit on December 3, 2025, to attempt pest control; but again, was refused entry. The same concern arises. The allegation is not that the Tenant refused entry, thus how can the Tenant have failed to void the notice if the allegations are not correctly articulated on the notice.
10. The Divisional Court has articulated the importance of details in notices of termination. In *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 ("Ball") and ruled that notices of termination are void if they lack particulars such as dates and times. MacDougall J. wrote that:

"Particulars should include dates and times of the alleged offensive conduct **together with a detailed description of the alleged conduct engaged in by the tenant.**"

[Emphasis added]

11. Section 212 of the Act states:

(1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient.

(2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act.

12. However, I am not of the view that the distinction between failing to prepare the rental unit for pest control versus having refused entry for pest control can be cured by s.212 of the Act. First, the Tenant was not in attendance such that I could be satisfied that the Tenant understood the allegations. Second, the allegations are quite different. Preparation of a rental unit for the purposes of treating for pest control, as evidenced by the Landlord's own documentary evidence, involves tidying the area, placing items in sealed bags, and removing bed linens. Refusing pest control is preventing entry. It is entirely possible the Landlord would not have even been able to see into the rental unit to see whether it was or was not prepared and JA did not testify that he observed the rental unit had not been prepared.
13. It could be argued that the refusal equates to having failed to prepare the rental unit for pest control treatment. However, when I consider the Divisional Court's guidance found in *Ball* above, I am not satisfied that the conduct alleged – that the Tenant did not prepare his rental unit for treatment – is in fact what the Landlord is actually complaining of. Even if I consider the incident on November 26, 2025, I am unable to find that the Tenant did not void the notice, because the behaviour complained of December 3, 2025, does not correlate to the allegation on the first N5 notice.
14. Of note, the Landlord had provided a second N5 notice to the Tenant. However, the second notice was given to the Tenant during the voiding period. Thus, the Landlord was unable to rely on the second notice for the purposes of the hearing.

It is ordered that:

1. The Landlord's application is dismissed.

April 8, 2026
Date Issued

Jane Dean
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.