



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-084991-25

In the matter of: 19, 197 CUMBERLAND ST
OTTAWA ON K1N7H4

Between: GEORGES HAMOUSH Landlord
1000829625 Ontario Inc

And

Kevin McCarthy Tenant

GEORGES HAMOUSH and 1000829625 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin McCarthy (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

GEORGES HAMOUSH and 1000829625 Ontario Inc (the 'Landlord') applied for an order requiring Kevin McCarthy (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.

This application was heard by videoconference on January 28, 2026.

Only the Landlord Georges Hamoush attended the hearing.

As of 10:21 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 filed an application to terminate the tenancy based on two Notices to End Tenancy for Interference, Damage or Overcrowding. The Landlord also confirmed that the materials I had in my possession on the hearing date are all the materials the Landlord filed with the Board.
2. The Landlord did not file Certificates of Service (COS) for either of the two N5 notices relied upon in support of the application.

3. The filing of a Certificate of Service is not a mere technicality. It is the primary means by which a party proves that a notice of termination was properly served in accordance with the 'Act'.
4. Section 53, paragraph 3 of *Ontario Regulation 516/06* ('O.Reg. 516/06') requires a landlord to file with the Board a copy of the first Form N5 and its Certificate of Service, if the landlord files an application to evict a tenant based on a second Form N5.
5. This requirement allows the Board to determine whether service occurred, when service occurred, and whether the statutory timelines have been complied with. The Landlord's failure to file Certificates of Service for both N5 notices is a clear breach of Ontario Regulation 516/06. In addition, Subsection 69(1) of the Act also requires a landlord to apply to the Board within 30 days of the date of termination in the notice of termination.
6. In the absence of proof of service, I cannot be satisfied that the Tenant was properly served with either N5 Notice. Proper service of a valid N5 Notice of Termination is a mandatory precondition to the Board's jurisdiction to grant any remedy.
7. This defect cannot be cured by proceeding to hear the merits of the application. To do so would undermine the mandatory notice requirements and the procedural fairness owed to the Tenant. The application is incomplete. Accordingly, the failure to file Certificates of Service for the N5 Notices constitutes a jurisdictional defect requiring dismissal of the application.
8. The Board therefore lacks jurisdiction to grant the application.

It is ordered that:

1. The Landlord's application is dismissed.

April 13, 2026
Date Issued

Anthony Bruno
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.