



Order under Section 69 Residential Tenancies Act, 2006

Citation: London Homes for Life v Crawford, 2026 ONLTB 28560

Date: 2026-04-09

File Number: LTB-L-006607-26

In the matter of: 475 ADELAIDE ST N
LONDON ON N6B3J1

Between: London Homes for Life Landlord

And

Derek Crawford Tenant

London Homes for Life (the 'Landlord') applied for an order to terminate the tenancy and evict Derek Crawford (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;
- 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;
- the number of persons living in the unit on a continuing basis is more than permitted by health, safety or housing standards;

This application was heard by videoconference on April 1, 2026.

The Landlord's Agent Darryl Rickman and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord's application is dismissed based on lack of particulars.
2. On December 18, 2025, the Landlord gave the Tenant an N5 notice of termination for: 1/ substantial interference; 2/ willful or negligent damage; and, 3/ overcrowding.
3. Reason 1 lists issues concerning the Tenant inviting many other people to take up residence in the unit and/or basement. The various allegations concerning guests include

but are not limited to: being there all hours of the day and night; when the Tenant is not home to let them in, breaking windows, doors, and threatening/harassing other residents if not given entry; storing bikes in the hallway, blocking exits/entrances; and preventing other residents from accessing the laundry room.

4. Reason 2 says the Tenant's "guests have done considerable damage to the home", and lists smashing a front door, back patio window, front window, and; punching a hole through an interior door; damaging basement stairwell drywall; persistently leaving water running, significantly increasing the water bill; smoking in the building. This reason also alleges an accumulation of garbage that is attracting rats.
5. Reason 3 says "at any given time, Mr. Crawford has an additional 4-10 people residing in the home", and notes where people have been staying at the house.
6. Although the notice contains numerous issues/allegations, the details in the notice are insufficient for the Tenant to know the case he has to meet; there are no dates as to when the problems occurred, all reasons in the N5 notice say issues have been ongoing since September 11, 2025.
7. In *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, the court held that notices of termination must contain specific details as to the behaviour complained about, including dates and times of that behaviour. As there are no specific dates in the N5 notice attached to the various allegations, the Tenant does not sufficiently know the case he have to meet. Dates are necessary in this situation for the Tenant to know whether incidents occurred when he was home and thus being with his personal knowledge of the events. Further, the notice alleges damage but does not contain a dollar value or specifics as to when specific damages occurred.
8. For all the above reasons, the notice is fatally flawed, and the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed without prejudice

April 9, 2026
Date Issued

Diane Wade
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.

