



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2838595 Ontario Corporation v Lindsay, 2026 ONLTB 30323

Date: 2026-04-15

File Number: LTB-L-108396-25

In the matter of: Unit 2, 26 DEVITT AVE N
WATERLOO ON N2J3E6

Between: 2838595 Ontario Corporation

Landlord

And

Rhiannon Lindsay
Justine Lindsay

Tenant

2838595 Ontario Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Rhiannon Lindsay and Justine Lindsay (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

This application was heard by videoconference on March 9, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Notice of Termination

3. It is undisputed that the Tenant previously resided at 22 Divett Avenue North, Waterloo, Ontario, where the Landlord served an N5 notice of termination. The Tenant subsequently moved after the Landlord was required to relocate the Tenant due to issues with the unit.

4. The Tenant subsequently entered into a new tenancy agreement for a different rental unit. A new lease was signed, and this tenancy is the subject of the present application.
5. Following the commencement of the new tenancy, the Landlord served the Tenant with a notice of termination purporting to be a second N5 notice.
6. The issue to be determined is whether the Landlord properly served a second N5 notice under section 68 of the Residential Tenancies Act, 2006 (the "Act"), or whether the notice is valid.
7. Section 68 of the Act permits a landlord to serve a second N5 notice without providing the tenant an opportunity to void the notice, but only where a valid first N5 notice has been given in respect of the same tenancy.
8. In this case, the Landlord relies on a prior N5 notice served in relation to the Tenant's occupancy of a different rental unit at a different address. It is well established that a tenancy flows with the rental unit.
9. While the parties are the same, the rental unit is different, and therefore the tenancy is separate and distinct. I find that the prior N5 notice cannot be relied upon as the first N5 for the purpose of serving a second N5 notice in relation to the new tenancy.
10. By serving a second N5 notice in these circumstances, the Landlord failed to provide the Tenant with the statutory right to void the notice within seven days, as required under section 64 of the Act.

Damages

11. The Landlord raised issues relating to alleged damage to the rental unit during the hearing. However, no specific claim for damages was set out in the application.
12. As a result, the Tenant did not have proper notice of any claim for damages and was not given an opportunity to respond.
13. In these circumstances, I am unable to consider any claim for damages in this proceeding. Accordingly, this portion of the Landlord's claim is dismissed.
14. I make no determination with respect to any alleged damages. The Landlord may bring a new application that is properly crafted to allow the Tenant an opportunity to respond.

It is ordered that:

1. The Landlord's application is dismissed.

April 15, 2026
Date Issued

Bryan Delorenzi
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.