



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Shekhani v Armitage, 2026 ONLTB 30349

Date: 2026-04-20

File Number: LTB-L-104931-25

In the matter of: 149 RICE RD
WELLAND ON L3C2V7

Between: Muhammad Nasir Shekhani Landlord

And

Tammy Armitage Tenant

Muhammad Nasir Shekhani (the 'Landlord') applied for an order to terminate the tenancy and evict Tammy Armitage (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

Muhammad Nasir Shekhani (the 'Landlord') applied for an order requiring Tammy Armitage (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 April 9, 2026.

The Landlord's Legal Representative, Lubna Tahir, the Landlord, and the Tenant's Legal Representative, Erinn Deremo attended the hearing.

Preliminary Issue:

1. The Tenant's Legal Representative, Ms. Deremo advised me that she was very ill and was seeking an adjournment based on her medical condition. The Landlord's Legal Representative, Ms. Tahir was agreeable to adjourn the date based on the current situation.
2. However, I advised the parties that I had noted a preliminary issue with the notice and would like to address this before an adjournment was discussed. I advised the Representatives that I had an issue with the vagueness of the N5 notice of termination.

The notice stated that between April 2024 and November 2025, “All the copper pipes from the very connection of water supply is unavailable and needs to be reinstalled. Water line missing pipe has caused severe flood in basement and damaged the furnace and water heater. A new furnace, water heater and air condition replacement is required. Electrical wiring has been vandalized and requires reinstalment.” The notice further stated that plumbing was damaged in each toilet and that the refrigerator was left in a not working condition with meat and produce in it for more than a year and that maggots appeared.

3. Section 43(2) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the “Act”) states “If the notice is given by a landlord, it shall also set out the reasons and details respecting the termination...”
4. In *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, the Divisional Court set out that notices must include dates and times of the alleged conduct along with a detailed description of the alleged conduct. The Tenant must know what the case is that they have to meet and to decide whether to dispute the notice.
5. The Landlord’s Legal Representative argued that the Landlord had problems accessing the rental house and that is why he had to use the lengthy period of time and that he was not aware of the individual dates of these incidences.
6. The Tenant’s Legal Representative confirmed that she had noted the same preliminary issues for the notice and felt that it did not comply with the Act.
7. The Landlord’s notice provided a 19-month time period where the Tenant was alleged to have caused these damages. The notice did not provide specific dates, specific details about the alleged damages, or pictures/estimates for the damages.
8. I find that the first N5 notice of termination is defective for non-compliance with section 43(2) of the Act and it did not meet *Ball v. Metro*. Therefore, this N5 notice is defective and cannot be relied on to terminate the tenancy.

It is ordered that:

1. The Landlord’s application is dismissed.

April 20, 2026

Date Issued

Carrie Bertrand

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.