



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lauritzen v Russell, 2026 ONLTB 30668

Date: 2026-04-21

File Number: LTB-L-002034-26

In the matter of: 72 PERTH ST
BROCKVILLE ON K6V5C7

Between: Michael Lauritzen Landlord

And

Nikki Russell Tenant

Michael Lauritzen (the 'Landlord') applied for an order to terminate the tenancy and evict Nikki Russell (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 April 13, 2026.

Only the Landlord's Legal Representative, Marie Beaupre and the Landlord attended the hearing.

As of 11:13 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.

Preliminary Issue:

1. I brought up an issue regarding the N5 notice of termination which stated that the Tenant caused loud noises, verbally abused other tenants, smoked drugs, scattered garbage and drug paraphernalia and that their behaviour "had escalated from May 2025 to December." The notice included many general complaints but did not provide any specific dates or details of the episodes.

2. Ms. Beaupre submitted that she was not able to provide specific dates or details because the Landlord had been receiving complaints on a daily basis from May up to December of 2025. Ms. Beaupre stated that she would have had to write a novel to include all of the complaints.
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. The Landlord’s notice provided a 9-month time period where the Tenant’s behaviour substantially interfered with the other tenants and the Landlord’s rights and responsibilities. The notice did not provide specific dates, specific occurrences, how the Tenant’s behaviour affected others and it did not set out the case to be met for the Tenant.
5. I find that the N5 notice of termination is defective for non-compliance with section 43(2) of the Act and it did not meet *Ball v. Metro*.
6. As such, the Landlord cannot rely on this notice to terminate the tenancy.

It is ordered that:

1. The Landlord’s application is dismissed.

April 21, 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.