



Order under Section 69 Residential Tenancies Act, 2006

Citation: DanaBela Corporation v Lisi, 2026 ONLTB 30737

Date: 2026-04-15

File Number: LTB-L-001676-26

In the matter of: 137 Allegranza Ave
Vaughan ON L4L1A6

Between: DanaBela Corporation Landlord

And

Emanuel Lisi Tenants
Tania Cesira Lisi

DanaBela Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Emanuel Lisi and Tania Cesira Lisi (the 'Tenants') 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 Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on April 13, 2026.

The Landlord's Agent, Vitaly Amrom, the Tenants' Legal Representative, Lisa Duchene and the second-named Tenant attended the hearing.

Preliminary Issue:

1. The Tenants' Legal Representative brought up an issue regarding the N5 notice of termination in that the Appendix attached did not set out the case that the Tenants had to meet. Ms. Duchene further submitted that the allegations were unclear and were buried in the 37 paragraphs of the document. Ms. Duchene relied on Divisional Court jurisprudence which requires that any notice of termination must provide clear, specific details of the alleged conduct and/or behaviour of the Tenants so that the Tenants understand what the offending conduct is.

2. Further, Ms. Duchene submitted that this N5 notice was not a second and non-voidable notice as the previous N5 notice resulted in a conditional order in a separate application. She stated that this N5 notice of termination was a first notice and thus the Tenants had an opportunity to void the notice but were not given that opportunity by the Landlord.
3. Based on the above, Ms. Duchene submitted that the N5 notice was deficient and that the application should be dismissed.
4. The Landlord's Agent stated that he had hired a paralegal to assist him and that his paralegal had drafted this notice and the schedule. He stated that unfortunately the paralegal was unable to attend today.
5. I asked the Landlord's Agent to direct me to the appropriate paragraphs whereby the allegations for the notice were set out. Mr. Amrom directed me to paragraphs 12-16 which alleged that the Tenants denied entry to the rental unit on October 2, 2025 after being given a proper notice of entry. After a significant amount of time, the Landlord's Agent directed me to paragraph 24 where it stated "On or about December 14, 2025, the Landlord served a valid Notice to Enter for December 16, 2025, between the hours of 9 a.m. and 1 p.m." He was unable to find any further information regarding that proposed entry on December 16, 2025.
6. After reviewing the Appendix "A" attached to the N5 notice of termination, I agree with Ms. Duchene that this schedule does not set out the specific details relating to the alleged notices of entry that were apparently refused. The Landlord's Agent was unable to show me any paragraphs that addressed what happened on the December 16, 2025 date. This Appendix sets out 37 paragraphs of vague, undated details and legal arguments and speaks of a previous order which included an N5 notice for non-payment of utilities. That order was issued on December 15, 2025.
7. 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..."
8. 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 and attachment did not set out the dates and times of the alleged conduct with a detailed description of the alleged conduct. The notice also incorrectly states that this notice is not voidable which is incorrect. The notice does not set out the allegations clearly among the 37 paragraphs and I am satisfied that the Tenants would be confused about the case that they had to meet.
9. 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*.
10. 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 15, 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.