



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-100731-25

In the matter of: 1 (2nd Floor), 2 RUSSELL ST E
SMITHS FALLS ON K7A1E8

Between: Apex Properties Inc Landlord

And

Carol Lamb Tenant
Breton Richardson

Apex Properties Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Carol Lamb and Breton Richardson (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

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Apex Properties Inc (the 'Landlord') also applied for an order requiring Carol Lamb and Breton Richardson (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 March 3, 2026.

The Landlord, the Tenant's legal representative, Trisha Simpson 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 or 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.

3. On August 25, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination with a termination date of September 15, 2025. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
4. On November 21, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of December 5, 2025.
5. The Landlord filed an application with the Board on November 29, 2025 based on the second N5 notice.
6. The Tenant's legal representative stated that the Landlord's second N5 notice is defective as the Landlord had checked off the first check box under Reason 2 stating:

"You have 7 days to correct the problem(s) described on page 2 and avoid eviction."

7. Below this section the Landlord has circled the following:

"You can correct the problems(s) by:

- *Repairing the damaged property"*

8. The Tenant's legal representative stated that the Landlord's second N5 notice is confusing as it provides the Tenant an opportunity to repair the damage.
9. The position of the Tenant is she was informed that her son caused damage to the residential complex door which led the Landlord to serve the second N5 notice.
10. The Tenant stated she received the notice and enlisted the help of a fellow tenant who offered to help her fix the door within the 7 days as indicated on the second N5 notice. The Tenant stated she believed that by fixing the door she would void the notice and preserve the tenancy.

11. The Act and Analysis

12. Section 62 of the *Residential Tenancies Act, 2006* (the "Act") states:

Termination for cause, damage

62 (1) A landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex. 2006, c. 17, s. 62 (1).

Notice

(2) A notice of termination under this section shall,

(a) provide a termination date not earlier than the 20th day after the notice is given;

(b) set out the grounds for termination; and

(c) require the tenant, within seven days,

(i) to repair the damaged property or pay to the landlord the reasonable costs of repairing the damaged property, or

(ii) to replace the damaged property or pay to the landlord the reasonable costs of replacing the damaged property, if it is not reasonable to repair the damaged property. 2006, c. 17, s. 62 (2).

[emphasis added]

13. Further down the notice the Landlord checks off the box:

"I can apply to the Board immediately for an order to evict you."

14. In *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, the Divisional Court stated that in order to determine the sufficiency of a N5 notice, it is necessary to consider the context of the notice. The Court held that the tenant needs to know the specific allegations against him/her for three purposes:

- a. to know the case that must be met;
- b. to decide whether to dispute the allegations; or
- c. to consider whether to void the notice.

15. This case stands for the proposition that the kinds of particulars that should be contained in a notice which is about a tenant's behaviour should include "dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant". This information is crucial so the Tenant can know what steps they need to take if they choose to void the notice.

16. In this case before me the Tenant understood that by following the Landlord's instructions in the notice that she would preserve the tenancy.

17. Although the Landlord claims this to be a clerical error I find the second N5 notice cannot be saved under section 212 of the Act given the conflicting information the Landlord has provided the Tenant, and given that no valid second N5 notice has been served on the Tenant the tenancy cannot be terminated.

18. Therefore, the Landlord's application must be dismissed.

19. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Landlord's application is dismissed.

April 27, 2026
Date Issued

Greg Brocanier
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.