



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-100650-25

In the matter of: main floor unit, 85 TOWNLINE RD E
CARLETON PLACE ON K7C2C9

Between: Laura Bains Landlord

And

Wesley Parsons Tenant

Laura Bains (the 'Landlord') applied for an order to terminate the tenancy and evict Wesley Parsons (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

Laura Bains (the 'Landlord') also applied for an order requiring Wesley Parsons (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on March 3, 2026.

The Landlord and a Landlord agent, Resham Bains, attended the hearing. 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. 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 8, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination with a termination date of August 28, 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 October 19, 2025, the Landlord gave the Tenant a second N5 notice of termination with a termination date of November 2, 2025.
5. The Landlord filed the L2 application with the Board on November 28, 2025 and based the application on the second N5 notice.
6. The Tenant's legal representative stated that the Landlord's second N5 notice is defective and pointed out he Landlord had checked off the first box indicating, "You have 7 days to stop the activity..." however the Landlord's application and request for eviction is based on this second notice.
7. The Tenant's legal representative states the Landlord is required to give 20 days notice on a first N5 notice where the Landlord has indicated "You have 7 days to stop the activity..."
8. The Landlord agent stated he made a clerical error on the second N5 notice and should have checked off the second box indicating, "I can apply to the Board immediately for an order to evict you."

The Act and Analysis

9. Section 64 of the Act states:

10. Termination for cause, reasonable enjoyment

64 (1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant. 2006, c. 17, s. 64 (1).

Notice

(2) A notice of termination under subsection (1) 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, to stop the conduct or activity or correct the omission set out in the notice.

[emphasis added]

11. Section 212 of the Act states:

Substantial compliance sufficient

212 (1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient. 2006, c. 17, s. 212.

When error still constitutes substantial compliance

(2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act. 2024, c. 28, Sched. 24, s. 1.

12. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord's second N5 notice defective as it does not provide the Tenant with 20 days notice.
13. 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 and given that no valid second N5 notice has been served on the Tenant the tenancy cannot be terminated.
14. Therefore, the Landlord's application must be dismissed.
15. 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 24, 2026

Date Issued

Greg Brocanier

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.