



Order under Section 69 Residential Tenancies Act, 2006

Citation: 786 Hamdani Ltd v Hicks, 2026 ONLTB 32327

Date: 2026-04-22

File Number: LTB-L-092826-25

In the matter of: 202, 6601 MCLEOD RD
NIAGARA FALLS ON L2G3G3

Between: 786 Hamdani Ltd Landlord

And

William Hicks Tenant

786 Hamdani Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict William Hicks (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (**L1 Application**)

The Landlord also applied for an order to terminate the tenancy and evict 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 and 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.

The Landlord also applied for an order requiring 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. (**L2 Application**)

This application was heard by videoconference on March 17, 2026.

The Landlord's agent, Jennifer Corigan, and the Tenant attended the hearing.

Determinations:

L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.

2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$989.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$32.52. This amount is calculated as follows: \$989.00 x 12, divided by 365 days.
5. The Tenant has paid \$4,030.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$1,199.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$969.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

L2 Application

Preliminary Issue – Invalid N5 notices

9. At the outset, I raised an issue with the N5 notices that were served on the Tenant and the fact that the application is based on a second N5 notice.
10. Section 64 of the *Residential Tenancies Act*, 2006 (the 'Act') provides that a landlord may give a tenant a notice of termination of the tenancy if the conduct of the tenant, another occupant of the unit or the tenant's guests substantially interferes with the reasonable enjoyment of the residential complex by the landlord or another tenant, or substantially interferes with the landlord's lawful right, privilege or interest.
11. Upon receipt of an N5 notice of termination, a tenant has seven days to void the order, failing which the Landlord can apply for an order terminating the tenancy. The Landlord must file the application no more than thirty days after the termination date set out in the first N5 notice.
12. Regardless of whether the tenant voids the first N5 notice of termination, section 68 of the Act provides that if another incident occurs more than seven days, but less than six months after the first N5 notice was given, the Landlord can serve a second N5 notice of termination and immediately apply to the LTB for an order terminating the tenancy.
13. In the case at hand, the Landlord filed an application on November 12, 2025 for an order terminating the tenancy based on a second N5 notice served on October 28, 2025. In order to file that application, a first valid N5 notice must have been delivered to the Tenant. The Landlord uploaded the following possible first N5 notices:

N5 notice served on January 14, 2025:	The N5 notice was served more than six months before the second N5 notice was given to the Tenant. Therefore, this is not a valid first N5 notice for the purposes of this application.
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N5 notice served on March 31, 2025: The N5 notice was served more than six months before the second N5 notice was given to the Tenant. Therefore, this is not a valid first N5 notice for the purposes of this application.

N5 notice served on June 4, 2025: Under reason 1 on the N5 notice, the Landlord indicates that the notice is both voidable and non-voidable. A first N5 notice must be voidable. It cannot be both voidable and non-voidable. Therefore, this is not a valid first N5 notice.

N5 notice served on September 2, 2025: While the N5 notice alleges wilful or negligent damage to the unit or residential complex, it does not 1) identify what the damage is and 2) provide an amount for the Tenant to pay to void the notice. Therefore, this is not a valid first N5 notice.

14. Given that there was no valid first N5 notice, the Landlord was not allowed to give the Tenant a second non-voidable N5 notice. I find that the second N5 notice is therefore invalid. Termination of a tenancy cannot be granted based on an invalid notice of termination. In light of same, the Landlord proceeded with the L2 application for compensation for damages only.

The application

15. As explained below, the Landlord has not proven, on a balance of probabilities, the claim for compensation in the application. Therefore, the L2 application is dismissed.
16. The Landlord's agent stated that when she inspected the unit on or around October 21, 2025, she banged into a chair in the kitchen which sent cockroaches scurrying everywhere. At no time had the Tenant reported cockroaches in the unit. Pest control treatment of the unit and other units was scheduled for October 28, 2025. Given that the Tenant refused to allow the technician into the bedroom and would not leave the unit, only a partial pest control treatment could be carried out in the unit.
17. The Landlord requests reimbursement of \$525.00 for the October 28, 2025 pest control treatment of the Tenant's unit and six neighbouring units. The Landlord's position is that the Tenant's failure to report cockroaches in his unit caused a cockroach infestation in other units which could have been avoided. As well, the Tenant's refusal to allow a full pest control treatment of his unit rendered his treatment and that of his neighbour's ineffective.
18. While the Tenant does not deny that his bedroom was not prepared for the pest control treatment on October 28, 2025, he explained it was because he did not see the Notice of Entry in time for him to prepare his entire unit for the treatment. He said he checked his mail on the Friday before the scheduled treatment but did not see a Notice of Entry. However, a further pest control treatment of his unit was carried out on February 19, 2026. On that day, the pest control technician had full access to the Tenant's unit, including his bedroom.

Analysis

19. While there is no dispute that the Tenant did not advise the Landlord that he had cockroaches in his unit, there is no evidence before me that the Tenant's unit was the source of cockroach infestations in surrounding units. The Landlord did not produce any written reports or the pest control technician to confirm the severity of the cockroach infestation in the Tenant's unit or other units in the complex.
20. I do not find that the Tenant refused the pest control treatment in his unit on October 28, 2025. I accept his explanation that all but his bedroom was prepared for treatment and that the technician did, in fact, at least partially treat his unit. The Landlord also did not challenge the Tenant's evidence that the Notice of Entry was put in his mailbox on a Friday, after he had checked his mail that day. I find it reasonable that the Tenant would not, therefore, have checked his mail again until Monday, given that mail is not delivered on weekends.
21. The Landlord also did not challenge the Tenant's evidence that a complete follow up treatment of his unit had taken place on February 19, 2026.
22. Based on the evidence before me, I am not satisfied that the Tenant caused a cockroach infestation in either the neighbouring units or his own unit. The Landlord did not produce any documentary evidence, such as inspection reports or photographs, suggesting that the state of the Tenant's unit may have led to a cockroach infestation. Section 20 of the Act states that a landlord is responsible for providing and maintaining a residential complex, including rental units in it.
23. The Landlord has not proven that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. Therefore, the Landlord's L2 application is dismissed.

Relief from eviction

24. As the L1 application remains before me, I must consider whether relief from eviction is appropriate.
25. The Landlord's agent stated that despite multiple request and attempts at a payment plan with the Tenant, the Tenant does not comply with same. As such, the Landlord requests that the tenancy be terminated.
26. The Tenant stated that he has lived in the unit for eight years and has a roommate who pays half of the rent. He requested a payment plan which would have him pay \$1,000.00 to the Landlord by March 31, 2026, rent in full and on time on April 1, 2026, then \$50.00 per month from April 15 to October 15, 2026. The balance of \$35.00 would be paid by November 15, 2026. The Tenant stated that while his roommate works, the Tenant's source of income is GST rebate, Trillium benefit and OW. As such, his income is limited.
27. The Landlord's agent declined the Tenant's proposed payment plan but was open to payment of \$100.00 per month for four months, if the Tenant paid \$1,000.00 on March 31, 2026.

28. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. I say this because the arrears owed to the Landlord represent just over one month of rent and are less than those claimed in the application. This indicates to me that the Tenant is making an effort to pay his rent as well as pay down the arrears. This is a long-term tenancy and the Landlord does hold a last months' rent deposit which greatly reduces any prejudice to the Landlord.

It is ordered that:

L1 application

1. The Tenant shall pay to the Landlord \$1,385.00 for arrears of rent up to March 31, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

<u>Payment Date</u>	<u>Payment Amount</u>
May 1, 2026	\$1,000.00
On or before the 15 th day of each month, commencing on May 15, 2026 up to and including November 15, 2026	\$50.00
On or before the 15 th day of December 2026	\$35.00

3. If the Tenant has already paid the \$1,000.00 payment to the Landlord prior to the issuance of this order, the above-ordered payment of \$1,000.00 on May 1, 2026 is cancelled.
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May 1, 2026 to December 1, 2026, or until the arrears are paid in full, whichever date is earliest.
5. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant to pay any new arrears, NSF fees and related charges that became owing after March 30, 2026.

L2 Application

6. The L2 application is dismissed.

April 22, 2026

Date Issued

Karen Gonçalves

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.