



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-001056-26

In the matter of: Basement Room, 51 Oriole Parkway
Toronto ON M4V2E2

Between: Nabil Saba Landlord

And

Cem Ahaoglu Tenant

Nabil Saba (the 'Landlord') applied for an order to terminate the tenancy and evict Cem Ahaoglu (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex; and
- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was heard by videoconference on April 20, 2026. Only the Landlord attended the hearing.

As of 10:00 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.

Determinations:

N7 Notice

1. On December 20, 2025, the Landlord gave the Tenant an N7 notice of termination with a termination date of January 3, 2026 (the 'N7 Notice'). The N7 Notice provided a date of December 20, 2025 and then listed the following:
 - i) blocking the fire exit;
 - ii) jamming open fire doors; and
 - iii) obstructing the fire escape.
2. The N7 Notice did not provide any details of what happened or where or how the issues listed seriously impaired the safety of another person in the residential complex.

3. Section 43 of the *Residential Tenancies Act, 2006* (the 'Act') sets out the minimum requirements for a notice of termination. Subsection 43(2) requires that, if the notice is given by a landlord, the notice must set out the reasons and details respecting the termination.
4. The intention behind this requirement is to ensure that there is enough information in the notice so that the Tenant understands the case against them and can then decide whether to accept the notice or challenge it and prepare a response.
5. As the N7 Notice failed to set out sufficient particulars, I determined that it was defective. The Board cannot grant termination of a tenancy based on a defective notice of termination and so the portion of the application based on the N7 Notice was dismissed.

N12 Notice

6. On December 13, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of February 14, 2026 (the 'N12 Notice'). The Landlord claims that they require vacant possession of the rental unit for the purpose of their own residential occupation.
7. It was the Landlord's evidence that rent is due on the 1st day of each month.
8. Subsection 48(2) of the Act requires that the termination date specified in an N12 notice of termination be at least 60 days after the notice is given and be on the last day of the rental period or, in the case of a fixed term tenancy, the last day of the fixed term.
9. In this case, since the tenancy is a month to month tenancy and rent is due on the 1st day of each month, the termination date in the N12 Notice would have to fall on the last day of the month and not on the 14th day of the month. Accordingly, I determined that the N12 Notice was defective.
10. As the Board cannot terminate a tenancy based on a defective notice of termination, the portion of the application based on the N12 Notice was also dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 29, 2026

Date Issued

Rachel Gibbons

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.