



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

File Number: LTB-L-090576-25

In the matter of: 1, 120 Frederick Tisdale Drive
Toronto ON M3K0A8

Between: Man Kit Wong Landlord

And

Sulley Dowuona Tenants
Abigal Dowuona

Man Kit Wong (the 'Landlord') applied for an order to terminate the tenancy and evict Sulley Dowuona and Abigal Dowuona (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also applied for an order requiring the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on February 9, 2026.

The Landlord and the Tenant, Sulley Dowuona, attended the hearing.

Determinations:

1. For the reasons set out below, the Landlord's application is dismissed.
2. On October 5, 2025, the Landlord gave the Tenants a voidable N5 notice of termination, deemed served on the same day, with a termination date of October 26, 2025.
3. The notice of termination contains allegations of damages throughout the rental unit, observed on October 10, 2024, May 19, 2025 and September 20, 2025. There are fourteen (14) line items listed in the "Details About the Reasons for this Notice" (the 'Details') and each line item has a very brief description of the alleged damage and a dollar value associated with it. These individual dollar values add up to \$7,889.00 and at the bottom of the Details is the notation "All Total \$7,889-".

4. This notice was served under s.62(1) of the *Residential Tenancies Act, 2016* (the 'Act') which states:

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.

5. Subsection 62(3) of the Act provides that this type of notice is voided if the tenant, within seven days after receiving the notice, either repairs the damage or pays the landlord the reasonable costs of replacing the damaged property, if it is not reasonable to repair the damaged property.
6. In this case, the N5 Notice has been completed so as to inform the Tenant that "You have 7 days to correct the problem(s) described on page 2 and avoid eviction". The N5 Notice also provides that the Tenants could correct the problems by "paying me \$8,914.57, which is how much I estimate it will cost to repair the damaged property".
7. As such, the Landlord has quantified the alleged damages caused by the Tenants as \$8,914.57 on page 1 of the N5 Notice and \$7,889.00 on page 2 of the N5 Notice.
8. Clearly both of these amounts cannot be correct. I must determine whether this error in the N5 Notice means that it does not comply with subsection 43(2) of the Act which states that a notice of termination served by a landlord must "set out the reasons and details respecting the termination".
9. In *Ball v Metro Capital Management Inc.* [[2002] OJ No 5931 (Div Crt)] ('*Ball*') the Divisional Court considered subsection 43(2) of the Act and found that the purposes of requiring that a landlord provide reasons and details on a notice given pursuant to the Act was to:
- a) allow the tenant to be in a position to know the case to be met before the Board;
 - b) allow the tenant to decide whether or not to dispute the allegations made by the landlord; and, in the case of a voidable notice,
 - c) allow the tenant to stop the conduct or activity or correct the omission.
10. The Divisional Court found that, to be in compliance with subsection 43(2), a notice should include dates and times of the alleged conduct, together with a detailed description of the alleged conduct. [*Ball*, paras 10 and 12.]
11. While *Ball* dealt with a notice of termination under section 64 of the Act, I find that the test established by the Divisional Court applies equally to notices of termination given pursuant to other provisions of the Act, including a notice given pursuant to section 62 based on allegations that a tenant wilfully or negligently caused undue damage to the rental unit or the residential complex. Subsection 43(2) applies to all notices delivered pursuant to the Act and the Board has applied *Ball* to notices delivered pursuant to section 62.

12. I find that to satisfy the requirements of subsection 43(2) and *Ball*, an N5 must identify the specific damages that the tenant is alleged to have wilfully or negligently caused, as well as providing, as accurately as possible, the costs of proposed repairs or replacement of the damaged property. In my view, this information is necessary for the tenant to be in a position to know the case to be met before the Board, to know what they must do to void the N5 and to decide whether or not to dispute the allegations made by the landlord in support of the request that damages be awarded and/or the tenancy be terminated.
13. Applying the test in *Ball* to the matter at hand, I find that the N5 identifies two different figures for the quantum of damages the Tenants are alleged to have wilfully or negligently caused. When asked about why there were two different damage-related numbers on the N5, the Landlord indicated that he added HST ($\$7,889.00 \times 13\% = \$8,914.57$) to the figure listed on page 1 of the N5 Notice. Nowhere on the N5 Notice is there any mention of HST or this calculation being undertaken.
14. I do not accept the Landlord's submission that a clear inference can be made regarding how the \$8,914.57 figure was ascertained. The N5 Notice must be clear and unambiguous in detailing what the Tenant must do to void the notice and preserve their tenancy, which, in this case, would have involved payment to the Landlord for alleged wilful and negligent damages to the rental unit.
15. Based on the foregoing, I find that the N5 served by the Landlord does not satisfy the requirements of subsection 43(2) of the Act and, as a result, the L2 application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 29, 2026
Date Issued

Curtis Smith
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.