



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

File Number: LTB-L-004776-26

In the matter of: 3 HETHERINGTON DR
BOWMANVILLE ON L1C3P9

Between: John Vlachos Landlord

And

Vlad Proios Tenant
Gianoula Vlachos

John Vlachos (the 'Landlord') applied for an order to terminate the tenancy and evict Vlad Proios and Gianoula Vlachos (the 'Tenants') 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;
- 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

John Vlachos (the 'Landlord') also applied for an order requiring Vlad Proios and Gianoula Vlachos (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 Tenant permitted in the residential complex.

This application was heard by videoconference on April 27, 2026 at 09:00 am.

Only the Landlord attended the hearing.

As of 09:30 am, the Tenants were 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:

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. On December 10, 2025, the Landlord gave the Tenant the first N5 notice of termination deemed served on the same date. The notice of termination alleged that between January 27, 2025 to July 30, 2025 the Tenant engaged in conduct that substantially interfered with the Landlord's rights and privilege along with causing the Landlord \$6,400.00 in repairs.
3. However, contrary to subsection 64(2) of the *Residential Tenancies Act, 2006* (the "Act"), the Notice failed to indicate that the Tenants could void the Notice by ceasing the behaviour within seven days of receipt and paying the \$6,400.00.
4. Accordingly, based on the above the Landlord was not allowed to give the Tenants a second, non-voidable N5 notice of termination under section 68 of the Act.
5. Having reviewed the second N5 Notice, served on December 10, 2025, the Landlord did indicate that Notice could be voided by ceasing the activity and paying \$6,400.00. However, that Notice failed to set out how they came to the calculation of \$6,400.00 thereby failing to comply with subsection 43(2) of the Act, rendering that notice invalid. Accordingly for this reason and that above I must dismiss the Landlord's application.

It is ordered that:

1. The Landlord's application is dismissed.

May 6, 2026
Date Issued

Kelly Delaney
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.