



Order under Section 69 Residential Tenancies Act, 2006

Citation: HAQUE v Bozena, ONLTB 0

Date: 2026-05-04

File Number: LTB-L-005672-26

In the matter of: 206, 1705 MCCOWAN RD
SCARBOROUGH ON M1S4L2

Between: MONSURUL HAQUE Landlord

And

Jaworowska Irena Bozena Tenants
Nikolic Djurica

MONSURUL HAQUE (the 'Landlord') applied for an order to terminate the tenancy and evict Jaworowska Irena Bozena and Nikolic Djurica (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 Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on April 20, 2026.

The Landlord's Legal Representative, Varan Bhardwaj and the Tenant's support person, Alan Martucci attended the hearing.

Preliminary Issue:

1. Mr. Bhardwaj and Mr. Martucci requested an adjournment of the matter on consent due to the fact that the Landlord was not able to attend the hearing today.
2. Prior to dealing with the adjournment request, I raised a preliminary issue regarding the N5 notice of termination whereby the Landlord alleged substantial interference as against the Tenants. As this application was moving forward on a second N5 notice of termination,

that notice must be reviewed first. This notice included: “July 2025 – unauthorized lock change – please provide a copy of the key to the Landlord ASAP.”

3. Section 43(2) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the “Act”) states “If the notice is given by a landlord, it shall also set out the reasons and details respecting the termination...”
4. In *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, the Divisional Court set out that notices must include dates and times of the alleged conduct along with a detailed description of the alleged conduct. The Tenant must know what the case is that she has to meet and to decide whether to dispute the notice. This notice provided no specific date and simply stated that there had been a lock change. The Landlord did not set out the Tenant’s actions or what the Landlord’s actions were to address the issue.”
5. Mr. Bhardwaj submitted that the second N5 notice is sufficient as the Tenants have changed the locks and they must provide a key to the Landlord. Without having more specific information such as the actual date that the locks were changed, how the Landlord found out and what steps the Landlord had taken to address the issue, the notice is deficient. Further the N5 notice of termination specifically states on the first page that the information must include “dates, times and specific details.”
6. Looking at the first N5 notice, it does show that the application was filed prior to the date of termination on the first N5 notice which allows me to potentially use this N5 notice as a first notice. When I reviewed this notice of termination, the allegations stated that the Tenants had not paid a cost order of \$100.00 from a previous LTB file and it further stated the July 2025, unauthorized lock change. This notice of termination also does not comply with section 43(2) of the Act and *Ball v. Metro* and is deficient for the same reasons listed above.
7. Regarding the N12 notice of termination, I asked the parties when the rent was due for the tenancy. The parties both agreed that rent was due on the first day of the month.
8. Section 48(2) of the Act states “The date for termination specified in the notice shall be at least 60 days after the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.”
9. The N12 notice of termination lists the termination date as July 1, 2026 which is not the end of the rental term. As such, the N12 notice is also deficient.
10. Therefore, as the notices are deficient, the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

May 4, 2026

Date Issued

Carrie Bertrand

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.