



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

File Number: LTB-L-068119-24

In the matter of: 1401, 128 KING ST N
WATERLOO ON N2J0E9

Between: Christina Han Landlord

And

Stephanie Keith Tenant

Christina Han (the 'Landlord') applied for an order to terminate the tenancy and evict Stephanie Keith (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;
- 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

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

This application was heard by videoconference on May 6, 2026.

The Landlord's Legal Representative, Edward Woods did not appear at the hearing. Ian Shemesh appeared at the hearing as a Legal Representative for the Landlord, on behalf of Edward Woods. The Landlord attended the hearing.

The Tenant attended the hearing. Tenant Duty Counsel was not present at the hearing.

Preliminary Issue:

N5- lack of sufficient details

1. At the onset of the hearing, I raised a preliminary issue regarding the validity of the N5 due to sufficient lack of details.

2. The N5 notice is a voidable first N5 notice. The reasons checked off on the N5 are Reason 1- Your behaviour or behaviour of someone visiting or living with you has substantially interfered with other tenants or my a) reasonable enjoyment of the residential complex and/or b) lawful rights, privileges or interests. The N5 gives the Tenant 7 days to stop activities or correct the behaviour.
3. The N5 notice also has Reason 2 checked off- You are someone living with you has wilfully or negligently damaged the rental unit or residential complex. The N5 gives the Tenant 7 days to correct the problem by a) repairing the damaged property, or b) paying the Landlord \$20,000.00, which is how much the Landlord estimates it will cost to repair the damaged property or c) replace the damaged property, if it is not reasonable to repair it, or d) paying the Landlord \$20,000.00, which is how much the Landlord estimates it will cost to replace the damaged property if it is not reasonable to repair, or e) making arrangements acceptable to the Landlord to either- repair or place the damaged property or pay the Landlord what the Landlord estimates it will cost to repair or replace the damaged property.
4. In the section of the notice for Details About the Reasons for this Notice, the N5 reads as follows:

June 21, 2024- Landlord was made aware of significant damage to the rental unit, pictures were provided (included with this notice), showing an enormous amount of damage to the entire rental unit which will cost in excess of \$20,000.00 to repair.
5. Attached to the N5 was a one-page document that had 7 photos, that showed holes in the walls inside the rental unit. DOC-3988777.
6. The Landlord's Legal Representative asserts the N5 notice is in no way defective. He states the purpose of an N5 first and foremost is to place the Tenant on notice of allegations and in the case of a first N5 provide the Tenant an opportunity to void the notice.
7. He asserts the Board has consistently applied the principle of substantial compliance under section 212.
8. He asserts the Tenant clearly understood the allegations.
9. He states not only were the damages found in an inspection by the Landlord, but the Tenant had also notified the Landlord of the damages.
10. He asserts in this case the notice relates to extensive damages throughout the unit, the damages were visibly obvious and present throughout the unit, and the rental unit was occupied exclusively by the Tenant.
11. He asserts the Tenant's own evidence package supports the fact the Tenant knew exactly what the Landlord was referring to on the N5 notice.

Analysis

12. Pursuant to subsection 43(2) of the *Residential Tenancies Act, 2006* (Act), where a Landlord gives a tenant a notice of termination “it shall also set out the reasons and details respecting the termination...”
13. A Landlords’ obligation to include “reasons and details” in a notice of termination was considered by the Divisional Court in *Ball vs Metro Capital Property*, [2002] O.J. No. 5931 (Div. Ct.). MacDougall J. wrote in *Ball* that, “Particulars should include, dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct...” The Court went on to state that the various purposes for requiring a party to provide reasons and details include the responding party’s need “to know the specific allegations made so that she/he can be in a position to know the case that must be met; to decide whether to dispute the allegations made before the Tribunal; and to consider whether to stop the conduct or activity or correct the omission...”
14. I accept that a voidable N5 issued under section 62(1) for negligent or wilful damage to the residential complex, does not need to state the date or time the Tenant caused the damage and does not need to state which tenant/occupant or guest may have caused the damage. These details are not relevant to the context and often outside the Landlord’s knowledge, damage is often discovered upon inspection so there is usually no way for the Landlord to know when it occurred or who did it because the landlord did not witness this happening. However, such an N5 should describe in detail the damage the Landlord is alleging.
15. While I accept there were photographs attached to the N5 that show holes in the wall, there was not a detailed description of the damage the Landlord was claiming. Was the Landlord claiming for everything in the photographs? The Tenant would have no way of knowing the case to be met and whether to dispute the allegations, pay the Landlord to repair or replace or repair or replace the damage. Further, there was no details or breakdown of what represents the \$20,000.00 for the Tenant to make an informed decision as to whether she will void the notice or not.
16. In review of the Landlord’s evidence package and the Landlord confirmed at the hearing, some of the \$20,000.00 amount to repair/replace was for damaged to appliances. No where on the N5 or the pictures attached did it show any damage to any appliances.
17. I do not accept the Landlord’s Legal Representatives assertion that the Board has consistently applied the principal of substantial compliance under section 212, for lack of details on a notice.
18. Section 212 of the Act states:

212 (1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient. 2006, c. 17, s. 212.

212 (2) For greater certainty, an error in the contents of the form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act. 2024, c.28, Sch 24.

19. In my view, section 212 of the Act does not apply in this circumstance. In this case, the issue is not about substantial compliance but rather procedural fairness and whether there were enough details in the N5 for the Tenant to understand the case against her.
20. I accept the Tenant prepared an evidence package that was provided to the Board and the Landlord. The Tenant's submission of an evidence package does not establish that the Tenant had adequate notice of the case to be met. Further, the disclosure of evidence does not remedy the lack of details in the N5.
21. I accept the Tenant may have notified the Landlord of some damage inside the rental unit and the Landlord discovered this on an inspection. I accept the Tenant could likely visibly see the damage inside the rental unit, however, her knowledge of the alleged damage, including having brought it to the Landlord's attention, is not a substitute for proper details on the notice. The Tenant is entitled to know the specific damage being claimed, with proper details. The scope of the Landlord's claim may differ from what was reported by the Tenant, which could include additional damage that the Landlord found during the inspection or the opposite being the Landlord was not claiming for all the damage.
22. Further, Reason 1 for substantial interference is also checked off on the N5 notice, however the N5 notice only references damages. As there is not a detailed description other than extensive damages throughout the rental unit, does this apply to Reason 1 for substantial interference? I do not find the Tenant would know the case to be met and what activity or behaviour she was to correct. I find the Tenant would be left guessing as to what "interference" refers to. Is it related to the damage or something else? The notice is unclear what the conduct is that is alleged and what needs to be corrected to void that portion of the notice.
23. I am not satisfied that the N5 notice provided sufficient details to allow the Tenant to understand the case to be met.

Amended application- Lack of sufficient details

24. The Landlord's application that was filed on August 22, 2024, did not include a monetary remedy for damages under Reason 4 on the application.
25. The Landlord filed an amendment application to the Board on February 1, 2025. The Landlord provided a Certificate of Service that this amended application was served on the Tenant on February 4, 2025.
26. The amended application was amended to include a monetary amount in the amount of \$20,000.00 for damages, being Reason 4 on the application.

27. The application specifically asks the Landlord, what were the damages to the property? How did you calculate the costs you are claiming to repair or replace the damaged property? This information was omitted on the amended application.
28. The amended application did not provide the Tenant with the details for the Tenant to understand the case to be met.
29. I denied the Landlord's request to amend the application to include the monetary remedy.

It is ordered that:

1. The Landlord's application is dismissed without prejudice.

May 8, 2026
Date Issued

Trish Carson
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.