



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Tuah v Lay, 2026 ONLTB 37469

Date: 2026-05-11

File Number: LTB-L-005712-26

In the matter of: 303A, 1516 King Street West
Toronto Ontario M6K1J5

Between: Thomas Tuah Landlord
Tomclo Properties Limited

And

Adriel Lay Tenant

Thomas Tuah and Tomclo Properties Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Adriel Lay (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.

Thomas Tuah and Tomclo Properties Limited (the 'Landlord') also applied for an order requiring Adriel Lay (the 'Tenant') 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

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

The Landlord and the Tenant attended the hearing. The Landlord's agent Heather Moss, the Tenant's support person Seung Ju, and the Tenant's support person Beulaa Sorongon also attended the hearing.

Determinations:

1. As explained below, the Landlord's application to terminate the tenancy is dismissed as I am not satisfied, on a balance of probabilities, that the notice to terminate the tenancy is valid.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On November 3, 2025, the Landlord gave the Tenant an N7 notice of termination (the 'N7 Notice'). Adriel Lay is listed as the only tenant on the Notice.
4. During his testimony, Mr. Lay indicated that the rental unit – a bedroom in a rooming house – has been shared between himself and another tenant at various points of his tenancy.
5. I asked Mr. Tuah whether there was another individual renting space within the rental unit at the time he served the N7 Notice. He could not give me a definitive response.
6. A landlord cannot apply to evict some tenants from a rental unit but not others. Given the testimony provided by Mr. Lay – which I found credible and was not contradicted by Mr. Tuah – I am not satisfied on a balance of probabilities that all tenants of the rental unit were served a copy of the N7 Notice. Therefore it was not validly served and the application to terminate the tenancy based on that notice is dismissed.
7. The claim for compensation under section 89 of the Act is also dismissed. The portion of the application describing the events reads as follows: "Attached are the photos of the damages". A document is attached to the application which shows extremely blurry, greyscale photos that are unlabelled and provided without sufficient context to understand the nature of the alleged damage. This falls well short of the information that the Tenant would require to respond to the Landlord's claim.

It is ordered that:

1. The Landlord's application is dismissed.

May 11, 2026

Date Issued

Jeremy Henderson

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.