



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

File Number: LTB-L-098909-25

In the matter of: 1, 363 HILTON AVE
LONDON ON N5W2R7

Between: Peachtree inc Landlord

And

Kelsey kiss Tenant

Peachtree inc (the 'Landlord') applied for an order to terminate the tenancy and evict Kelsey kiss (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.

Peachtree inc (the 'Landlord') applied for an order requiring Kelsey kiss (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 March 25, 2026.

The Landlord Tim Weatherly, the Landlord's Legal Representative Jessica Travers and the Tenant attended the hearing.

Preliminary Issue:

1. The Landlord filed an application to terminate the tenancy based on two Notices to End Tenancy for Interference, Damage or Overcrowding.
2. The Landlord did not file Certificates of Service (COS) for either of the two N5 notices relied upon in support of the application.

3. The filing of a Certificate of Service is not a mere technicality. It is the primary means by which a party proves that a notice of termination was properly served in accordance with the 'Act'.
4. Section 53, paragraph 3 of *Ontario Regulation 516/06* ('O.Reg. 516/06') requires a landlord to file with the Board a copy of the first Form N5 and its Certificate of Service, if the landlord files an application to evict a tenant based on a second Form N5.
5. This requirement allows the Board to determine whether service occurred, when service occurred, and whether the statutory timelines have been complied with. The Landlord's failure to file Certificates of Service for both N5 notices is a clear breach of Ontario Regulation 516/06. In addition, Subsection 69(1) of the Act also requires a landlord to apply to the Board within 30 days of the date of termination in the notice of termination.
6. The Landlord's Legal Representative, Ms. Travers, was questioned regarding the Certificate of Service (COS). During this questioning, she acknowledged that the document had not been uploaded as required. Her admission confirmed that the COS was not available on record, indicating a failure to comply with the procedural requirements for service documentation.
7. In the absence of proof of service, I cannot be satisfied that the Tenant was properly served with either N5 Notice. Proper service of a valid N5 Notice of Termination is a mandatory precondition to the Board's jurisdiction to grant any remedy.
8. This defect cannot be cured by proceeding to hear the merits of the application. To do so would undermine the mandatory notice requirements and the procedural fairness owed to the Tenant. The application is incomplete. Accordingly, the failure to file Certificates of Service for the N5 Notices constitutes a jurisdictional defect requiring dismissal of the application.
9. The Board therefore lacks jurisdiction to grant the application.

It is ordered that:

1. The Landlord's application is dismissed.

May 15, 2026
Date Issued

Anthony Bruno
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.