



**Order under Section 69 / 88.1 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-013422-26

In the matter of: 1491 Glenarm Road RR#3
Woodville Ontario K0M2T0

Between: Alan Webster Landlord

And

Amanda Temple Tenant

Alan Webster (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Temple (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 application).
- 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 (L2 application).

The Landlord for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on May 12, 2026. The Landlord and the Tenant attended the hearing.

Determinations:

L1 Application:

1. The Landlord's L1 application for non-payment of rent is based on a N4 notice of termination with a termination date of January 25, 2026. As per the Certificate of Service (COS) filed with the LTB, the N4 notice was served on January 9, 2026 by sliding the document under the door of the rental unit or through a mail slot in the door.

2. At the hearing the Tenant disputed being served with the N4 notice and stated that she only learned about this notice once she received notice of hearing from the LTB.
3. The Landlord confirmed at the hearing that the N4 notice was not in fact delivered into the rental unit by the methods stated in the COS and stated that the notice was placed between the front entrance door and the exterior storm door. The Landlord confirmed that this method of service did not result in the notice being delivered into the rental unit, nor did the Landlord provide any evidence to confirm that the notice came to the Tenant's attention at the time it was served.
4. The method of service relied on and plead on the COS by the Landlord is pursuant to Rule 3.1 (c) of the Board's *Rules of Procedure*:

3.1. In addition to methods of service identified in the RTA a document may be served on a person or party, other than a party covered by Rule 3.3, by:

C. leaving it at the place where mail is ordinarily delivered to the person, sliding it under the door or putting it through a mail slot in the door of the rental unit or member unit as long as the person remains in possession of the rental unit or member unit;

5. We find that wedging the document between the exterior doors in a manner that leaves the document outside of the unit insufficient to meet the requirements of Rule 3.1, and specifically that doing so does not qualify as "sliding it under the door".
6. Rule 3.1 is intended to allow service on a party by providing documents in a manner that would generally be seen as secure, whether that security comes from being inside the rental unit itself, or being visually inaccessible because it is in a mailbox or other method the tenant ordinarily receives their mail. Otherwise, a notice could be taken by anyone passing the outside of the rental unit.
7. We find that the reference to "sliding it under the door" in Rule 3.1 requires the document to actually be slid into the unit itself to provide such security. In making this finding we note that notices related to termination cannot be served under the Rules by posting them on the door, or any other method of service that allows them to be placed on the outside of a rental unit if that place is not how the tenant ordinarily receives mail.
8. Further, the ordinary dictionary definition and common use of the word "sliding" implies a smooth movement along a surface. In the context of Rule 3.1(c) that movement is implied to be under the door and into the rental unit.
9. Therefore, we do not find that the Landlord's N4 notice was served in accordance with Section 191 of the Act or Rule 3 of the Board's Rules. As the N4 was not properly served, the notice is deemed void and therefore the Board does not have jurisdiction to terminate the tenancy based on this notice.
10. As a result of the notice being deemed defective, the Landlord elected to withdraw the L1 portion of the application seeking arrears of rent only.

L2 Application:

11. The Landlord's L2 application is based on a N5 notice of termination served to the Tenant on January 2, 2026 with a termination date of January 28, 2026.
12. As explained below, the N5 notice is invalid because it fails to advise the Tenant that she has an opportunity to void the notice and fails to state whether it is a first or second N5 notice.
13. The Board's form N5 notice may be used by a landlord to seek termination of a tenancy for several different grounds under the Act. It is the prescribed form for a landlord to use when seeking to terminate the tenancy for cause under sections 62, 64, 67 and 68 of the Act
14. The grounds for eviction listed in sections 62, 64 and 67 of the Act are all subject to a tenant's right to void the notice by ceasing the conduct in the notice or complying with its requirements within a seven-day voiding period.
15. Notices under section 68 of the Act are often referred to as "second notices" because a landlord cannot use that provision to serve a notice unless a tenant has previously been served a voidable notice and has voided it within the previous six months. A notice served under section 68 is "non-voidable", meaning the landlord can file an eviction application at the Board regardless of whether the tenant stops the described conduct.
16. Therefore, when a landlord completes an N5 notice, he or she must indicate on the notice each ground relied on whether or not the notice is a "first notice", that is a voidable N5 notice under sections 62, 64 or 67 of the Act, or a non-voidable "second notice" under section 68.
17. As the Landlord's N5 notice here is incomplete by failing to inform the Tenant whether he is seeking to evict her pursuant to sections 62, 64 and 67 of the Act or pursuant to section 68 of the Act, the Landlord's N5 notice is invalid. This error is prejudicial to the Tenant who had no way of knowing whether she had an opportunity to void the notice by correcting the conduct within seven days of being served with the N5 notice.
18. As such, the Landlord's N5 notice of termination is deemed defective. As a result, the Landlord sought to withdraw their claim for monetary compensation on the L2 application.

It is ordered that:

1. The Landlord's application is dismissed.

May 26, 2026
Date Issued

Darlene Cook
Member, Landlord and Tenant Board

Fabio Quattrociochi

Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

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