



Order under Section 69 of the Residential Tenancies Act, 2006

File Number: LTB-L-089920-25-HR

In the matter of: Back Unit, 498 Egerton Street
London, ON N5W3Z6

Between: Citijen Realty Investment Inc. Landlord

and

Lori Grummett Tenant

HEARING ORDER

Citijen Realty Investment Inc. (the 'Landlord') applied in a N5 and N8-based L2 application seeking an order to terminate the tenancy and evict Lori Grummett (the 'Tenant') because the Landlord claimed that:

- 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; and
- the Tenant has been persistently late in paying their rent.

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

The application was scheduled for a hearing on January 5, 2026 but was adjourned on consent. The application was rescheduled and heard by videoconference on May 19, 2026. The Landlord's agent Danh Tran (sole director) attended on behalf of the Landlord, with his legal representative Carmen Dawdy (paralegal).

As of 10am (the hearing was scheduled to start at 9am) the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Tenant had consented to receiving emails from the LTB. The LTB had served the Tenant with the notice of hearing on March 19, 2026 by email. There was no record of a request by the Tenant to adjourn or reschedule the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. I raised a preliminary issue that the claims made by the Landlord in the N5 and N8 Notice of Termination (including the "Schedule A" for each notice) lacked adequate details and

particulars. The notices of termination and Schedule A to each did not contain any specific dates or times of the alleged incidents. They were merely narrative in nature.

2. The N8 Schedule A referred to a "Payment Schedule" but the Landlord's legal representative admitted it was only served as disclosure for the hearing, not attached and served with the N8 served upon the Tenant as required before the L2 application was filed.
3. The requirement that Notices of Termination contain enough reasons and details comes from section 43 of the *Residential Tenancies Act, 2006*, S.O. 2006, c.17 (the 'Act') which states in subsection 43(2): "*If the notice is given by a landlord, it shall also set out the reasons and details respecting the termination and inform the tenant...*". (emphasis mine)
4. The Court discussed what amounts to adequate "reasons and details" in *Ball v. Metro Capital Property [2002] O.J. No. 5931 (Divisional Court)*. The Court also explained why such details were important, and what sorts of things a tenant should be informed about. Tenants needs to know the specific allegations against them, to be in a position to know the case that must be met; and to decide whether to dispute the allegation at a hearing.
5. For procedural fairness, the Tenant must receive enough reasons and details in the Notice of Termination so she can understand what the Landlord is accusing her or her visitors/guests of doing, and why the alleged behaviour is believed to be something prohibited by the Act.
6. Since the N5 and N8 Notice of Termination failed to provide adequate reasons and details, they did not comply with the Act or leading case law and are therefore fatally defective. The L2 application cannot succeed with a defective N5 or N8 Notice of Termination. As a result, the application is dismissed.

It is ordered that:

7. The application is dismissed.

May 22, 2026
Date Issued

Michelle Tan
Vice Chair, 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.